



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damages to the unit - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matters

The Landlord confirms that the name of Landlord GG was inverted on the application in error and agrees to have the name set out correctly on this Decision and any monetary order that may be issued. The Tenants confirm that no evidence was provided by the Tenants.

Issue(s) to be Decided

Are the Landlords entitled to the monetary amounts claimed?

Background and Evidence

The following are agreed or undisputed facts: The tenancy under written agreement started on August 1, 2018 for a fixed term to end July 31, 2019. Rent of \$2,400.00 was

payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,200.00 as a security deposit. On January 1, 2019 the Tenants sent a text to the Landlord that the Tenants would be moving out of the unit by January 4, 2019. The Tenants did move out then. The Tenants have not provided their forwarding address to the Landlords. The Parties mutually conducted a move-in inspection with a completed report copied to the Tenants. The Tenants did not want to attend a move-out inspection to avoid conflict, so they did not respond to the Landlord's offer for a move-out inspection. The Landlord did the move-out inspection and completed the inspection report however no copy of that report was provided as evidence for its damage claim.

The Landlord states that the unit was empty on January 5, 2019 and that the unit was then immediately advertised online at the same rental rate. The Landlord states that new tenants were obtained for tenancy start date of February 1, 2019. The Landlord claims unpaid rent for January 1 to 4, 2019 inclusive and lost rental income for the period January 5 to 31, 2019 inclusive for a total of \$2,400.00.

The Landlord states that the Tenants failed to leave the unit reasonably clean by leaving the floors unclean, leaving bits in the bathroom and by not dusting the unit. The Landlord claims the cleaning costs of \$91.88 and provides the receipt for this cost. The Landlord states that the Tenants could have done a better job at cleaning and that the Landlord had the unit cleaned to make it ready for the next tenancy. The Tenant states that the unit was left in better shape then it was at the onset of the tenancy.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. This section further provides that where a landlord or tenant claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement the claiming party must do whatever is reasonable to minimize the damage or loss. It is undisputed that the Tenants moved

out of the unit before the end of the end date of the tenancy, only provided 4 days' notice for that move-out and paid no rent for January 2019. For these reasons and based on the undisputed evidence that the Tenants occupied the unit until January 4, 2019 I find on a balance of probabilities that the Landlord has substantiated unpaid rent for the period January 1 to 4, 2019 inclusive. Given the undisputed evidence that the Tenants ended the tenancy before the fixed end date with no rent paid for January 2019 and the Landlord's evidence of immediately advertising the unit at the same rental rate, I find on a balance of probabilities that the Landlord took reasonable steps to mitigate the losses from the Tenants' breach of the fixed term and is therefore entitled to lost rental for the period January 5 to 31, 2019 inclusive. The Landlord is entitled to the total amount of **\$2,400.00**.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean. Given the lack of any supporting evidence of the state of the unit from the Landlord and considering the Tenant's evidence of leaving the unit clean, I find on a balance of probabilities that the Landlord has not substantiated that the Tenant's breached their obligations under the Act. I therefore dismiss the claim for cleaning costs.

As the Landlord's application has been substantially successful, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$2,500.00**. Deducting the security deposit of **\$1,200.00** from this entitlement leaves **\$1,300.00** owed to the Landlords.

Conclusion

I Order the Landlord to retain security deposit plus interest of \$1,200.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$1,300.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: January 21, 2020

Residential Tenancy Branch