



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Henry Rempel
and [tenant name suppressed to protect
privacy]

DECISION

Dispute Codes: *MNDC, MNSD, MND, FF.*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of cleaning and garbage removal, for loss of income, for the filing fee and to retain the security deposit in satisfaction of the claim. The tenant applied for a monetary order for the return of the security deposit and for loss under the *Act*.

The landlord testified that he received the forwarding address of the tenant in writing on November 15, 2019 and made this application on November 30, 2019. The landlord submitted that he served the tenant with his application package by registered mail, to the address provided by the tenant. On December 06, 2019, the tenant made an application of her own and both applications were scheduled to be heard together on this date.

Despite having made application and having been served a notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions. Since the tenant did not attend the hearing, her application is dismissed. Accordingly, this hearing only dealt with the landlord's application.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of cleaning and garbage removal, for loss of income, for the filing fee and to retain the security deposit?

Background and Evidence

A tenancy agreement was filed into evidence by both parties. The tenancy started on February 01, 2019. The monthly rent was \$660.00 due on the first of each month. Prior to moving in, the tenant paid a security deposit of \$325.00.

The landlord testified that the tenant moved out sometime in June 2019 without informing the landlord. The landlord visited the rental unit on July 01, 2019 and found that the tenant had moved out. The landlord conducted a move out inspection and filed a report into evidence.

The report indicates that the unit was left in a dirty condition and that the tenant had left some of her unwanted belongings behind. The landlord also stated that the unit had a bed bug infestation and he had to have the bed bugs eradicated prior to the removal of garbage and the cleaning the unit. The landlord filed copies of invoices to support his claim for the cost of cleaning and garbage removal.

The landlord stated that the tenant did not provide any notice to end the tenancy and therefore he incurred a loss of income for July 2019. The landlord's efforts to mitigate his losses were delayed by the presence of bedbugs and their eradication. The landlord is claiming loss of income for July 2019, in the amount of \$660.00.

The landlord is claiming the following:

1.	Garbage Removal	\$313.75
2.	Cleaning	\$312.50
3.	Loss of income	\$660.00
4.	Filing fee	\$100.00
	Total	\$1,386.25

Analysis

Based on the undisputed, sworn testimony of the landlord and the documents filed into evidence by the landlord, I find that the landlord has met his burden of proof for the cost of garbage removal and cleaning.

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the testimony of the landlord, I accept the landlord's evidence in respect of the claim. He testified that the tenant did not provide any notice to end the tenancy.

In this case, I find that the tenant did not give the landlord adequate notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of July 2020. Accordingly, I find that the landlord is entitled to recover the loss that he suffered.

Section 7 of the *Residential Tenancy Act* states that a landlord who claims compensation for loss that results from the tenant's non-compliance with the *Act* or their tenancy agreement must do whatever is reasonable to minimize the loss.

In all cases, the landlord's claim is subject to the statutory duty to mitigate the loss by re-renting the premises at a reasonably economic rent. In this case, in order to minimize the loss, the landlord had to make efforts to re-rent the unit. I accept the landlord's testimony that the lack of notice to end tenancy and the presence of bed bugs made it difficult to have the unit ready for a tenant to move in during the month of July 2019. Based on my findings I grant the landlord his claim to recover the loss of income that he incurred.

Since the landlord has proven his case I award him the recovery of the filing fee of \$100.00.

The landlord has established his claim of \$1,386.25. I order that the landlord retain the deposit of \$325.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,061.25. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord may retain the security deposit. In addition, I grant the landlord a monetary order in the amount of **\$1,061.25**.

The tenant's application is dismissed in its entirety.

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

Dated: May 04, 2020

Residential Tenancy Branch