



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNRL-S, FFL

Introduction

The landlord applies for a monetary award for rental income, a fee for early termination of this fixed term tenancy agreement and the cost of cleaning and repair to the rental unit after the tenant vacated without notice. His claim for recovery of the filing fee was withdrawn at hearing.

The respondent tenant failed to attend for the hearing within 25 minutes after its scheduled start time at 1:30 p.m. on August 6, 2020. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that landlord and this arbitrator were the only ones who had called into this teleconference during that period.

The landlord showed that the tenant was served with the application by e-mail sent April 11, 2020. At that time service by email was a form of service specifically permitted by a Director's order made to enable the continuation of dispute resolution services during the SARS-coV-2 pandemic. The landlord testifies that the email address was that given by the tenant at the start of the tenancy, one he had communicated through during the tenancy and that within minutes after sending the application to the tenant, the tenant responded.

On this evidence I find that the tenant has been duly served with the application.

Issue(s) to be Decided

Does the evidence presented by the landlord show that he is entitled to any of the claims set out above?

Background and Evidence

The rental unit is a three-bedroom half of a duplex. There is a written tenancy agreement. The tenancy started in November 2019 for a fixed term of one year. The monthly rent was \$1150.00. The landlord holds a \$575.00 security deposit.

The landlord establishes that the tenant left the rental unit in late January 2020 and that the tenant gave him no notice she was leaving.

He attempted to re-rent the premises during February but was unsuccessful in finding a new tenant to start a tenancy before March 1.

Analysis

February Rent

I award the landlord the February rent of \$1150.00. The tenant had not lawfully ended the tenancy and owed the rent as it came due on February 1. I am satisfied the landlord made a reasonable effort to mitigate his loss.

Lease Break Fee

The tenancy agreement addendum provides for a fixed charge in addition to rent, if the tenant leaves before the end of term. She did. I award the landlord \$287.50 as claimed.

Carpet Cleaning, Yard Clean Up and Repair of Hole in Wall

On the evidence presented, I find these were proper costs incurred by the landlord and for which the tenant is responsible. I find the cost reasonable and I award the landlord \$388.50 as claimed.

Conclusion

The landlord is entitled to a monetary award totalling \$1826.00. I authorize the landlord to retain the \$575.00 security deposit in reduction of the amount awarded. He will have a monetary order against the tenant for the remainder of \$1251.00.

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: August 06, 2020

Residential Tenancy Branch