



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR-S, MND-S, MNDC-S

Introduction

This hearing dealt with the landlords' application for dispute resolution under the Residential Tenancy Act (Act) for:

- a monetary order for unpaid rent;
- compensation for alleged damage to the rental unit by the tenant;
- compensation for a monetary loss or other money owed; and
- authority to keep the tenant's security deposit to use against a monetary award.

The landlords attended the hearing; however, the tenant did not attend.

The landlords stated they served the tenant with their application for dispute resolution and Notice of Hearing by registered mail on September 17, 2020. The landlord provided the Canada Post Customer Receipt containing the Tracking Number to confirm this mailing. That number is listed on the style of cause page in this Decision.

The landlords also confirmed that the registered mail has not been returned to them.

I accept the landlords' evidence that the tenant was served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The landlords were provided the opportunity to present their evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the applicants' submissions are reproduced here; further, only the evidence specifically

referenced by the applicants and relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters-

The landlords were unable to provide a specific breakdown of their claim for damages and cleaning.

Section 59(2)(b) of the Act requires an applicant to provide sufficient particulars of their claim for compensation. Rule 2.5 of the Rules states that the applicant must submit a detailed calculation of any monetary claim being made and copies of all other documentary and digital evidence to be relied on in the proceeding.

The landlords were advised that I would be unable to consider their claim for damages and cleaning at this hearing for these reasons.

I therefore **dismiss** the portion of the landlords' application for damages and cleaning, **with leave to reapply**.

Issue(s) to be Decided

Are the landlords entitled to monetary compensation from the tenant?

Background and Evidence

The landlords submitted a written tenancy agreement showing a tenancy start date of September 1, 2018, a fixed term through August 31, 2019, monthly rent of \$1,500, due on the 1st day of the month, and a security deposit of \$750 being paid by the tenant to the landlords. The written tenancy agreement shows the tenancy would continue after the date of the fixed term, on a month-to-month basis.

The landlords retained the tenant's security deposit, having made this claim against it.

The landlords' remaining monetary claim was \$1,500 for unpaid rent for July 2020, \$1,500 for loss of rent revenue for August 2020, and \$300 in unpaid utility charges, as required by the written tenancy agreement.

The landlords testified they received a text message from the tenant on July 3, 2020, that she was vacating the rental unit. After that, the tenant never responded to the

landlords' communications as to specific dates of her vacating the rental unit or their requests for a final inspection of the rental unit, according to the landlords.

The landlords submitted that towards the end of July, they verified she had vacated the rental unit, without paying rent for July.

The landlords submitted that they were unable to look for and find new tenants at the end of July, due to the condition of the rental unit. The landlords submitted that there was damage to the rental unit, which had to be repaired, and cleaning and hauling away garbage.

The condition of the rental unit caused them to lose the rent revenue for August 2020, according to the landlords.

As to their claim for \$300, the landlords submitted that the tenant was obligated to pay \$150 each month for the utilities, which was the equal monthly billing flat rate, as per the addendum to the written tenancy agreement.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that occurs as a result, so long as the applicant verifies the loss, as required under section 67. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss.

Under section 45(1) of the Act, a tenant may end a month to month tenancy by giving the landlord notice to end the tenancy effective on a date that is at least one clear calendar month before the next rent payment is due and is the day before the day of the month that rent is payable. In other words, in this case, if the tenant wanted to end the tenancy by the end of July, 2020, the latest day the tenant could provide written notice to end the tenancy was June 30, 2020.

In this case, the undisputed evidence shows that the tenant provided a notice by text message on July 3, 2020, without giving a specific date. By giving notice on July 3, 2020, the tenant is obligated to pay July's rent and she did not. I therefore find the landlords are entitled to a monetary award for unpaid rent for July 2020, in the amount of \$1,500.

As to the claim for the loss of rent revenue for August 2020, I accept the landlords' undisputed evidence that the state of the rental unit and the lack of a specific vacate date did not allow them to have the rental unit ready to find other tenants for August 2020.

I therefore find the landlords submitted sufficient evidence that the tenant failed to give a proper written notice that she was vacating the rental unit, and that the said insufficient notice and condition of the rental unit following the end of the tenancy caused the landlords to suffer a loss of rent revenue for the following month of August 2020. I therefore find the landlords are entitled to a monetary award of \$1,500, as claimed.

As to the landlords' claim for unpaid utility charges, I find the written tenancy agreement requires the tenant to pay a sum of \$150 for the utilities, that she did not pay for the utilities and that the landlords are entitled to a monetary award of \$300, or \$150 for both July and August, 2020.

I therefore find the landlords are entitled to a monetary award of \$300, as claimed.

The landlords applied to keep the tenant's security deposit and I allow the landlords' request to retain the security deposit of \$750 in partial satisfaction of their monetary award.

Conclusion

I issue a monetary order in the landlords' favour in the amount of \$2,550 under the following terms:

ITEM	AMOUNT
1. Unpaid rent for July 2020	\$1,500.00
2. Loss of rent revenue for August 2020	\$1,500.00
3. Unpaid utilities	\$300.00
4. <i>Less security deposit</i>	<i>-\$750.00</i>
TOTAL MONETARY ORDER	\$2,550.00

The landlords are provided with this order in the above terms and the tenant must be served with this order as soon as possible. Should the tenant fail to comply with this

order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The tenant is cautioned that costs of such enforcement are recoverable from the tenant.

The portion of the landlords' application for damages and cleaning is dismissed, with leave to reapply.

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: December 21, 2020

Residential Tenancy Branch