



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF

Introduction

On February 17, 2021, the Landlords submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for loss of rent and for damage/ cleaning to the rental unit.

The matter was set for a conference call hearing. The Landlord attended the hearing; however, the Tenants did not. The line remained open while the phone system was monitored for ten minutes and the Tenants did not call into the hearing during this time.

The Landlord provided affirmed testimony that he served the notice of Dispute Resolution Proceeding to each Tenant using registered mail sent on February 26, 2021. The Landlord provided the registered mail receipts and tracking information showing that the Tenants signed for the registered mail on March 3, 2021.

I find that the Tenants were served with notice of the hearing in accordance with sections 89 and 90 of the Act. The hearing proceeded.

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary and Procedural Matters

During the hearing the Landlord asked to amend his application to include a claim to keep the security deposit towards unpaid rent.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to a monetary order for damage and cleaning?

- Is the Landlord entitled to keep the security deposit towards unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on November 1, 2019, as a one-year fixed term tenancy. Rent in the amount of \$3,600.00 was to be paid to the Landlord on the first day of each month. The Tenants paid the Landlord a security deposit of \$1,800.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenants moved out of the rental unit on January 16, 2020 without giving proper written notice.

Unpaid Rent

The Landlord testified that the Tenants failed to pay the rent owing under the tenancy agreement for the month of January 2020.

The Landlord testified that the Tenants told him they had no money and he did not receive any amount of rent for January 2020. The Landlord is seeking a monetary order in the amount of \$3,600.00 for January 2020 rent.

Cleaning \$500.00

The Landlord testified that the Tenants left rental unit unclean when they moved out. The Landlord testified that he had to hire cleaners to clean the rental unit after the Tenants moved out. He testified that he paid \$300.00 to have the rental unit cleaned.

The Landlord provided photographs of the rental unit and a copy of a receipt dated January 24, 2020, for cleaning of the rental unit in the amount of \$300.00.

Materials

The Landlord stated that he purchased paint and cleaning material for the rental unit. The Landlord provided a receipt for \$47.21 for the cost of cleaning and painting materials.

Security Deposit

The Landlord is seeking to keep the security deposit of \$1,800.00 towards the unpaid January 2020 rent.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

Unpaid January 2020 Rent \$3,600.00

The Residential Tenancy Branch Policy Guideline #3 Claims for Rent and Damages for Loss of Rent deals with situations where a Landlord seeks to hold a Tenant liable for loss of rent after the end of a tenancy agreement. The Guideline provides:

The damages awarded are an amount sufficient to put the landlord in the same position as if the tenant had not breached the agreement. As a general rule this includes compensating the landlord for any loss of rent up to the earliest time that the tenant could legally have ended the tenancy.

I find that the Tenants ended the fixed term tenancy early and are responsible to pay the rent until the property could be re-rented. I find that the Tenants did not pay the rent owing under the tenancy agreement for January 2020.

I award the Landlord the amount of \$3,600.00 for the loss of January 2020 rent.

Cleaning \$300.00

I accept the Landlord's testimony and photographic evidence that the Tenants left the rental unit unclean at the end of the tenancy. I accept the Landlord's testimony that he hired cleaners to clean the rental unit.

I award the Landlord the amount of \$300.00 for cleaning the rental unit.

Materials

I accept the Landlord's evidence that the Tenants left the rental unit unclean and that the Landlord purchased cleaning materials for the rental unit. I award the Landlord the amount of \$47.21 for materials.

Security Deposit

The Landlord's request to amend the application to include a request to keep the security deposit of \$1,800.00 towards unpaid rent is granted.

Filing Fee

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenants to repay the \$100.00 fee that the Landlords paid to make application for dispute resolution.

Monetary Award

I find that the Landlord has established a total monetary award of \$4,047.21 comprised of unpaid rent, cleaning costs and materials, and the \$100.00 fee paid by the Landlords for this hearing.

After setting off the security deposit of \$1,800.00 towards the award of \$4,047.21, I find that the Tenants owe the Landlords the balance of \$2,247.21. For enforcement, this monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenants are cautioned that costs of such enforcement are recoverable from the Tenants.

Conclusion

The Tenants ended the fixed term tenancy early and did not pay the rent owing for January 2020.

The Landlord was successful in his claims for loss of rent, cleaning costs, and to keep the security deposit.

The Landlord is granted a monetary order in the amount of \$2,247.21.

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: July 05, 2021

Residential Tenancy Branch