



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDL, MNRL-S, MNDCL-S, FFL

Introduction

This hearing was convened in response to the Landlords' Application for Dispute Resolution, in which the Landlords applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, for a monetary Order for damage to the rental unit, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The female Landlord stated that on February 11, 2022 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in February of 2022 was sent to each Tenant, via registered mail, at the mailing address provided by the male Tenant in January of 2022. The Landlord submitted a Canada Post receipts that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however neither Tenant appeared at the hearing. As the documents were properly served to the Tenants, the evidence was accepted as evidence for these proceedings and the hearing proceed in the absence of the Tenants.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided

Are the Landlords entitled to compensation for damage to the rental unit, to compensation for unpaid rent, and to keep all or part of the security deposit?

Background and Evidence

The female Landlord stated that:

- the tenancy began on April 01, 2021;
- the Tenants agreed to pay monthly rent of \$1,400.00 by the first day of each month;
- the Tenants paid a security deposit of \$700.00;
- sometime in early January of 2022 the Tenants informed the Landlord, via text message, that they had vacated the rental unit;
- she understands the unit was vacated sometime during the latter portion of December of 2021;
- the Tenants still owe \$1,100.00 in rent for December of 2021;
- the Landlord began advertising the rental unit in middle of January of 2022;
- there was a short delay in advertising due to the need to clean the unit and dispose of garbage; and
- the unit was re-rented on February 01, 2022.

The Landlords are seeking compensation for rent from December of 2021 and lost revenue from January of 2022.

The Landlords are seeking compensation, in the amount of \$717.38, for cleaning the rental unit. This claim includes the cost of cleaning the carpet and removing personal property left behind by the Tenants after the unit was vacated. The Landlords submitted invoices to show that these expenses were incurred. The Landlord submitted photographs of the rental unit, which the female Landlord stated were taken in January of 2022.

The Landlords are seeking compensation, in the amount of \$1,564.50, for replacing a bathroom vanity. The Landlords submitted an estimate to show the cost of replacing the vanity. The Landlord submitted photographs of the damaged cabinet which the female Landlord stated were taken in January of 2022. The female Landlord stated that this damage occurred because a drainpipe was leaking and the problem was not reported to the Landlords.

Analysis

On the basis of the undisputed evidence, I find that the Tenants agreed to pay monthly rent of \$1,400.00 by the first day of each month and that they still owe \$1,100.00 in rent for December of 2021. I therefore find, pursuant to section 26 of the Residential Tenancy Act (Act), that the Tenants owe the Landlord \$1,100.00 in rent for December of 2021.

On the basis of the undisputed evidence, I find that the Tenants failed to comply with section 45 of the *Act* when they ended this tenancy without providing proper written notice to the Landlord. I therefore find that the Tenants must compensate the Landlords, pursuant to section 67 of the *Act*, for any losses the Landlords experienced as a result of the Tenant vacating the unit without proper notice.

On the basis of the undisputed evidence, I find that the Landlords made reasonable efforts to re-rent the unit but, given the late notice, they were unable to find a new tenant until February 01, 2022. I find that Landlords may not have experienced this loss if the Tenants had provided proper notice of their intent to vacate the unit. I therefore find that the Tenants must pay \$1,400.00 to the Landlords for the loss of revenue they experienced in January of 2022.

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the testimony of the female Landlord and the photographs submitted in evidence I find that the Tenants failed to comply with section 37(2) of the *Act* when they failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlords are entitled to compensation for cleaning the unit and removing personal items left behind, in the amount of is \$717.38.

On the basis of the testimony of the female Landlord and the photographs submitted in evidence I find that the Tenants failed to comply with section 32(3) of the *Act* when they failed to repair damage caused by the a leaking pipe, which they neglected to bring to the attention of the Landlords. I therefore find that the Landlords are entitled to

compensation for replacing the cabinet that was damaged by the leak, in the amount of is \$1,564.50.

I find that the Landlords' Application for Dispute Resolution has merit and that the Landlords are entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlords have established a monetary claim, in the amount of \$4,881.88, which includes \$2,500.00 in lost revenue/unpaid rent; \$717.38 for cleaning; \$1,564.50 for replacing a cabinet; and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlords to retain the Tenants' security deposit of \$700.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlords a monetary Order for the balance \$4,181.88. In the event the Tenants do not voluntarily comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia 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: September 15, 2022

Residential Tenancy Branch