



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes CNR, FFT, OPU, OPB, MNRL-S, MNDL-S, MNDCL-S, FFL

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlords requested:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent and compensation for loss or damage under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The tenant requested:

- cancellation of the landlords’ 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties gave affirmed testimony. The Tenant confirmed that she received the Landlords documentary evidence. The Tenant did not provide sufficient evidence to show that she had served her documentary evidence to the Landlord and therefore was not considered in making this decision.

Preliminary Issue – Tenant vacated rental unit.

Both parties confirmed that the home was completely vacated by February 8, 2025 and that the Landlord was given the keys back, accordingly; I dismiss the Tenants application in its entirety and the Landlord's request for an order of possession. The hearing dealt with the Landlords remaining claim for a monetary order. This was explained to both parties and they each indicated that they understood. The hearing proceeded and completed on that basis.

Issues to Decide

Is the Landlord entitled to a monetary order for rental loss or compensation for loss or damage?

Is the Landlord entitled to retain the security and pet deposits in partial satisfaction of their claim?

Is the Landlord entitled to the recovery of the filing fee?

Background and Evidence

The Landlord gave the following testimony. This one-year fixed term tenancy began on April 1, 2025, with a monthly rent of \$5,000.00 due on the 30th day of each month. The Tenant was also responsible for utility costs. The Landlord presently holds a security deposit of \$2,000.00 and a pet deposit of \$2,000.00. The Landlord testified that on December 29, 2024, the Tenant gave notice that should we be moving out on January 29, 2025. The Landlord testified that the Tenant had rented the basement out to someone and that they refused to leave until February 8, 2025. The Landlord testified that they couldn't rent the suite because of the poor condition the Tenant left it. The Landlord requests the rent due for February and the final month of the fixed term of March since the Tenant ended the contract early. The Landlord also requests the utility costs since November 26, 2024 to today's date.

The Landlord also seeks the costs to replace a washing machine, refrigerator, closet door, wood table, curtains, painting the suite and cleaning.

Item	Amount
February 2025 Rent	\$5000.00
Utilities November 26, 2024 to January 29, 2025	472.92

March Rent	5000.00
February Utilities	168.14
Painting	2800.00
Washer and Refrigerator	4600.00
Closet door	300.00
Wood Table and curtain	200.00
Cleaning	700.00
Filing Fee	100.00
Total Monetary Order	\$19,341.00

The Tenant gave the following testimony. The Tenant agrees to the utility claim for \$472.92 but not the other as she was not residing in the unit. The Tenant testified that no move in inspection was done and that the move out inspection form was written up without her presence. The Tenant testified that the Landlord hasn't even cleaned the unit to date and therefore hasn't done her due diligence to make the unit suitable for renting. The Tenant denies any of the damage claimed is anything other than wear and tear.

Analysis

I first address the Landlord's claim for unpaid rent and utilities. The Tenant confirmed that the unit wasn't empty until February 8, 2025. Based on the Tenant's own testimony, I find that the Landlord is entitled the \$5,000.00 rent for February along with the unpaid utilities of \$472.92 from November 26, 2024 until move out for an award of \$5,472.92.

The Landlord gave testimony that they have not conducted any repairs or cleaning as of today's date. Based on their own testimony, I find that they did not mitigate their losses pursuant to section 7(2) of the Act; by taking reasonable steps to make the unit rentable and therefore they are not entitled to loss of rent for March despite the fixed term. The Landlord is also not entitled to the \$168.14 in utilities as the Tenant no longer had possession of the unit.

I address the cleaning, repairs and replacement of items in the suite as follows.

To be awarded compensation for a breach of the Act, the landlord must prove:

- the tenant has failed to comply with the Act, regulation or tenancy agreement

- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the landlord acted reasonably to minimize that damage or loss

The Landlord advised that she has not cleaned the suite, repaired any items or replaced any of the items submitted but only gave estimates. In addition, the Landlord confirmed that they did not conduct a move in inspection in writing along with the Tenant.

Without the condition inspection report or any other sufficient supporting documentation, I am unable to ascertain the changes from the start of tenancy to the end of tenancy, if any. Also, without proof of the actual “out of pocket” costs, the Landlord has not provided sufficient evidence to meet the criteria as listed above, accordingly; I dismiss this portion of the Landlords application without leave to reapply.

As the Landlord has been successful in their application, they’re entitled to the recovery of the \$100.00 filing fee. The Landlords total award is \$5,572.92.

Under section 72 of the Act, I apply the \$4,000.00 in deposits and the accrued interest of \$87.08 towards the Landlords award of \$5,572.92 leaving a balance owing to the Landlord of \$1,485.84.

As the Tenant was not successful in their application, they are not entitled to the recovery of the filing fee.

Conclusion

The tenant’s application is dismissed in its entirety without leave to reapply.

The Landlord is granted a monetary order under section 67 of the Act for \$1,485.84.

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: February 26, 2025

Residential Tenancy Branch