



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MND, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and one of the respondents. The hearing lasted for 22 minutes before closing and with the exception of the respondent who attended the tenants did not attend.

At the outset of the hearing the landlord testified that he had named a third party as a respondent on this Application and that she should not be named as a tenant in this dispute. This respondent did attend the start of the hearing. I confirmed with both parties that the third party respondent would not be named as a party to this dispute.

I queried the third party respondent if she was also attending the hearing to represent the tenants' interests and if she knew if they would be attending. She responded by indicating she had only attended the hearing to ensure that she was not in any trouble and that the tenants would not be attending the hearing because they were at work.

The landlord testified that he no longer needed an order of possession because the tenants had moved out of his rental accommodation. I accept the landlord's amendment to his Application for Dispute Resolution to exclude the matter of possession.

The landlord testified the respondents were served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on August 1, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the respondents on the 5th day after it was mailed.

The landlord provided copies of his receipts from Canada Post showing service of all three named respondents, including the tenants who did not attend the hearing all at the same address. The landlord testified that he knew all three continued to live together.

Based on the testimony of the landlord and the third part respondent, I find that the respondents have been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for unpaid utilities; for carpet cleaning and for damage to the basement of the rental unit for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by the parties on September 6, 2011 for a 2 year fixed term tenancy beginning on October 1, 2011 for a monthly rent of \$2,400.00 due on the 1st of each month with a security deposit of \$1,200.00 paid.

The landlord testified the tenants failed to pay the full amount of rent for the months of June and July 2012 and utilities for the months of March and June 2012. The landlord submits the tenants owe \$200.00 for June rent; \$1,200.00 for July 2012 rent; \$50.95 for March 2012 utilities; and \$55.58 for June utilities.

The landlord submitted into evidence a copy of the 10 Day Notice to End for Unpaid Rent that he issued to the tenants on July 4, 2012 giving them until August 1, 2012 to vacate the rental unit. The landlord testified they moved out of the rental unit on August 3, 2012.

The landlord seeks compensation for the loss of rent for the month of August 2012, as the tenants failed to vacate the rental unit in accordance with the end date of the tenancy in the 10 Day Notice to End Tenancy. The landlord seeks \$2,400.00.

The landlord testified that he had a verbal agreement, made in July 2012, with the male tenant that the tenants would compensate the landlord with \$300.00 for damage in the basement of the rental unit.

The landlord also seeks compensation in the amount of \$134.40 for carpet cleaning as is required by the addendum to the tenancy agreement that stipulates that all carpets to be cleaned at the end of the lease.

Analysis

Based on the landlord's undisputed testimony, I accept the testimony and evidence before me that the tenant's failed to pay rent and utilities in full as described by the landlord. Section 26 of the *Act* requires a tenant to pay rent when it is due according to the tenancy agreement.

I find that since the tenants failed to pay rent in full for June and July and yet remained in the rental unit until August 3, 2012 and as such, the landlord was prevented from

renting the unit out to new tenants for the month of August 2012. I find the landlord is therefore entitled to lost revenue for the month of August 2012.

I note that as this tenancy was a for a fix term ending in October 2012 and tenants are responsible for rental payments until the end of the fixe term, this finding does not restrict the landlord from future claims of lost rent if he is unable to rent the unit to another party.

I also accept the landlord and male tenant had a verbal agreement for repairs that requires the tenant to pay the landlord \$300.00 and that the tenancy agreement required the tenants to have the carpets professionally cleaned at the end of the tenancy. I accept the landlord has established the value of the carpet cleaning at \$134.40.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$4,390.93** comprised of \$3,800.00 rent owed; \$106.53 for unpaid utilities; \$300.00 damage to the basement; \$134.40 carpet cleaning and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$1,200.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$3,190.93**.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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 *Residential Tenancy Act*.

Dated: August 27, 2012.

Residential Tenancy Branch