



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing them to retain the security deposit. The landlord's agent appeared at the hearing but the tenant did not.

The agent provided evidence that the tenant had verbally told them that mail could be sent to the rental unit at the end of the tenancy because she was having her mail forwarded. The agent testified that he sent the application for dispute resolution and notice of hearing (the "Hearing Documents") to the tenant at the rental unit, but the registered mail was returned with a note that registered mail could not be forwarded outside the country. The agent was in communication with the tenant via email and emailed the Hearing Documents to her on January 16. He also sent the documents to her via regular mail on March 12 so they would be forwarded to wherever she was residing outside the country.

Pursuant to section 71(2)(b) of the Act, I find that the Hearing Documents have been sufficiently served for the purposes of the Act and that the tenant has actual knowledge of the claim made against her.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on September 1, 2012 at which time the tenant paid a \$600.00 security deposit. The tenancy was set to run for a fixed term ending on August 31, 2013, but shortly after the tenancy began, the tenant gave written notice that she would be ending the tenancy on November 30, 2013.

The landlord incurred costs associated with cleaning the unit and removing items which had been left behind. In an email dated February 27, 2013, the tenant agreed with the \$470.36 in cleaning and item removal charges.

The landlord testified that upon receiving the tenant's notice that she was ending the tenancy, they immediately began advertising the rental unit as available for December 1, but were unable to secure tenants until December 15. The landlord seeks to recover the cleaning fees to which the tenant agreed, \$600.00 in lost rental income for the period from December 1 – 15 and the \$50.00 filing fee paid to bring their application.

Analysis

I accept the landlord's undisputed evidence. I find that the tenant agreed to pay \$470.36 in cleaning and item removal charges and as that claim is undisputed, I award the landlord \$470.36.

I find that the tenant ended the tenancy prior to the end of the fixed term and I find that the landlord acted reasonably in attempting to minimize their losses by immediately advertising the unit. I find that the tenant must be held liable for the lost rental income for December 1 – 15 and I award the landlord \$600.00.

As the landlord has been wholly successful in their claim, I find that they should recover the \$50.00 filing fee paid to bring their application and I award them this sum.

Conclusion

The landlord has been awarded a total of \$1,120.36. I order the landlord to retain the \$600.00 security in partial satisfaction of their claim and I grant them a monetary order under section 67 for the balance of \$520.36. This order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: March 25, 2013

Residential Tenancy Branch

