



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNR, MND, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on February 23, 2013, the tenants did not participate in the conference call hearing. The landlord gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's undisputed testimony is as follows. The tenancy began on March 29, 2012 and ended on February 7, 2013. The tenancy was to be a one year fixed term that was to conclude on March 31, 2013. The tenants were obligated to pay \$1250.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$625.00 security deposit. I address the landlord's claims and my findings around each as follows.

First Claim – The landlord is seeking the unpaid rent for February and the loss of revenue for March for a total of \$2500.00. The tenant “broke the lease” early and did not provide proper notice to the landlord. The landlord provided a copy of the tenancy agreement to support this portion of his claim. The landlord regularly advertised his unit in attempts to mitigate his loss but to no avail. The landlord has proven this portion of his claim and I find that the landlord is entitled to \$2500.00.

Second Claim – The landlord is seeking \$2499.00 for the costs of cleaning and repairing the suite. The landlord stated that the tenant left the unit dirty and with some

damage. The landlord provided “quotes and estimates” to support this portion of his application.

When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

The landlord has not suffered any out of pocket costs and is therefore not entitled to a monetary award for this portion of his application. I dismiss this portion the landlords’ application.

The landlord is entitled to the recovery of his \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$2550.00. I order that the landlord retain the \$625.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1925.00. This order may be filed in the 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 *Residential Tenancy Act*.

Dated: April 15, 2013

Residential Tenancy Branch