



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

**MND, MNR, MNSD, MNDC, FF**

### Introduction

This was a cross-application hearing.

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage to the unit, unpaid rent, loss of rent revenue, to retain the pet and security deposits and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution. The landlord named 1 tenant as a respondent.

The 2 tenants applied requesting return of the pet and security deposits and to recover the filing fee costs from the landlord.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

### Preliminary Matters

The tenants applied requesting compensation for loss of wages. An applicant can only recover damages for the direct costs of breaches of the Act or the tenancy agreement in claims under Section 67 of the Act, but "costs" incurred with respect to filing a claim for damages are limited to the cost of the filing fee, which is specifically allowed under Section 72 of the Residential Tenancy Act. As a result, the tenant's claim for loss of wages was denied.

Both tenants applied requesting return of the deposits; the landlord did not dispute that the 2<sup>nd</sup> individual had been added as a tenant.

One package of landlord evidence was set aside as the tenants did not receive it, even though it was sent by registered mail on March 5, 2014.

Issue(s) to be Decided

Is the landlord entitled to compensation for loss of December rent revenue in the sum of \$850.00?

Is the landlord entitled to compensation for cleaning, locks and carpet cleaning in the sum of \$357.36?

May the landlord retain sums owed from the deposits?

Is either party entitled to filing fee costs?

Background and Evidence

There was no dispute that the 2 year fixed term tenancy agreement commenced on April 1, 2012; the fixed term ended March 31, 2014. The tenants paid a pet and security deposit in the sum of \$850.00 each. A copy of the tenancy agreement was supplied as evidence.

On October 31, 2013 the tenants gave written notice ending the tenancy effective November 30, 2013. The landlord immediately began to advertise the unit and located new occupants effective December 15, 2013.

During the hearing the parties came to the following mutually settled agreement:

- The landlord is entitled to compensation in the sum of \$850.00 for loss of 2 weeks December 2013 rent revenue;
- The landlord is entitled to carpet cleaning costs in the sum of 167.90; and
- The balance of the claim made by the landlord is withdrawn.

***Opportunity to settle dispute***

**63** (1) *The director may assist the parties, or offer the parties an opportunity, to settle their dispute.*

(2) *If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.*

Therefore, as the parties have agreed the landlord is entitled to compensation in the sum of \$850.00 for loss of rent revenue and \$167.90 for carpet cleaning, in accordance with section 63(2) of the Act, I find the landlord is entitled to the agreed upon sums.

I Order that the rent revenue be deducted from the security deposit and the carpet cleaning cost be deducted from the pet deposit.

The landlord is holding a balance of deposits in the sum of \$682.10 and I Order that this amount be returned to the tenants.

In support of the mutually settled agreement I grant the tenants a monetary Order for the balance of the deposits in the sum of \$682.10. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Filing fees are set off against the other.

### Conclusion

The tenants agreed the landlord is entitled to compensation for damage to the rental unit and loss of rent revenue.

The landlord will retain the sum owed from the pet and security deposits.

The balance of the deposits will be returned to the tenants.

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 02, 2014

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Residential Tenancy Branch

