



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for compensation for damage to the rental unit, loss of rent revenue to retain all or part of the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on June 9, 2014 copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant by registered mail, to the address given by the tenant at the end of the tenancy. The mail was unclaimed. A Canada Post tracking number and receipt was provided as evidence of service.

These documents are deemed to have been served in accordance with section 89 and 90 of the *Act*; however the tenant did not appear at the hearing.

Preliminary Matters

On September 5, or 6, 2014 the landlord sent the evidence to the tenant via registered mail to the address provided. That mail was returned to the landlord as unclaimed.

Issue(s) to be Decided

Is the landlord entitled to cleaning costs and loss of rent revenue?

May the landlord retain the security deposit?

Background and Evidence

The tenancy agreement supplied as evidence started on November 1, 2013. The fixed term was to end in October 2014. Rent was \$865.00 per month; a security deposit in the sum of \$432.50 was paid. A move-in and move-out condition inspection report was completed and a copy submitted as evidence.

The tenant vacated the unit on short notice. On May 29, 2014 a move-out inspection report was signed by the tenant agreeing to the following deductions and costs:

- \$865.00 June 2014 rent;
- \$80.00 cleaning; and
- \$250.00 liquidated damages.

The landlord was able to rent the unit effective July 1, 2014; so the balance of the claim for rent revenue is not required.

Analysis

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

From the evidence before me I find that the tenant has signed, at the end of the tenancy, agreeing to deduction's from the deposit, in accordance with section 38(4) of the Act. The tenant has agreed the landlord is entitled to the compensation claimed. Therefore, I find that the sums agreed to by the tenant are confirmed and that the landlord is entitled to:

- \$865.00 June 2014 rent revenue;
- \$80.00 cleaning; and
- \$250.00 liquidated damages.

I find that the landlord's application has merit, as the claim for the balance owed was required. I find that the landlord is entitled to recover the \$50.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit; as agreed to by the tenant on May 29, 2014.

Based on these determinations I grant the landlord a monetary Order for the balance owed and agreed to by the tenant in writing, in the sum of \$812.50. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This decision is final and binding and 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: October 07, 2014

Residential Tenancy Branch

