



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDCL-S, MNRL-S

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background, Evidence

The landlord's testimony is as follows. The month to month tenancy began on March 7, 2018 and ended on May 2, 2018. The tenants were obligated to pay \$1500.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$750.00 security deposit. The landlord testified that the tenant did not provide one full months' notice to move out as required. The landlord testified that she received an email from the tenant on May 2, 2018 that he had moved out and left the keys in the mailbox. The landlord testified that unit was dirty and required cleaning. The landlord testified that she

ran an advertisement in the local paper in attempts to rent the unit. The landlord also seeks compensation for her time to prepare for the hearing and the recovery of the filing fee.

The landlord is applying for the following:

1.	Loss of Revenue May 2018	\$1500.00
2.	Suite Cleaning	150.00
3.	Advertisement	22.49
4.	Filing Fee	100.00
5.	Prep time for hearing	50.00
6.	Minus Deposit	-750.00
	Total	\$1072.49

The tenant gave the following testimony. The tenant testified that he emailed the landlord on April 30, 2018 to advise that he would have to move out by May 4, 2018. The tenant testified that the landlord showed up later that night and demanded he move out sooner. The tenant testified that he moved out by 5:00 a.m. on May 1, 2018. The tenant testified that he agrees that he didn't clean the unit and is responsible for that cost.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the landlord's claim and my findings around each are set out below.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. **In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof.** The claimant must provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

I address the landlords claim and my findings as follows.

Loss of Revenue May 2018 \$1500.00, advertising \$22.49.

Section 45 of the *Act* addresses this issue as follows:

Tenant's notice

- 45** (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that
- (a) is not earlier than one month after the date the landlord receives the notice, and
 - (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

The tenant confirmed and acknowledged that he only gave the landlord four days' notice that he would be moving out. Based on the tenants' own testimony, I find that he did not comply with the above and that the landlord is entitled to the loss of revenue for the month of May for \$1500.00. Also, because of the tenants breach the landlord is entitled to recover the advertising cost of \$22.49.

Cleaning - \$150.00

The tenant agrees that the landlord is entitled to this claim, accordingly; the landlord is entitled to \$150.00.

Filing Fee \$100.00, hearing prep \$50.00.

Section 72 of the Act only allows the recovery of the filing fee for hearing related costs. The time the landlord took to prepare for this hearing is not a cost that falls under the above section, accordingly I find that the landlord is entitled to the recovery of the \$100.00 filing fee but dismiss her claim for \$50.00 to compensate her for the time to prepare for this hearing.

Conclusion

In summary, the landlord has been successful in the following claims:

1.	Loss of Revenue May 2018	\$1500.00
2.	Suite Cleaning	150.00
3.	Advertisement	22.49
4.	Filing Fee	100.00
5.		
6.	Minus Deposit	-750.00
	Total	\$1022.49

The landlord is entitled to retain the \$750.00 security deposit in partial satisfaction of the claim. I grant the landlord an order under section 67 for the balance due of \$1022.49. 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: November 02, 2018

Residential Tenancy Branch