



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNDC, MNR, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession; a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution. At the hearing the Landlord withdrew the application for an Order of Possession, as the Tenant has vacated the rental unit.

The Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the rental unit on May 26, 2011. The Landlord cited a Canada Post tracking number that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for unpaid rent and loss of revenue; to retain all or part of the security deposit paid by the Tenant; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Landlord stated that this tenancy began on September 07, 2003; that the Tenant was required to pay rent of \$1,760.00 on the fifteenth day of each month; that the Tenant paid a security deposit of \$750.00 on September 7, 2003; that the Tenant did not pay rent for May of 2011; that the Landlord posted a Notice to End tenancy on the door of the rental unit on May 16, 2011; and that the Tenant vacated the rental unit on May 29, 2011.

The Landlord is seeking compensation for unpaid rent for the period between May 15, 2011 and June 14, 2011.

The Landlord stated that the rental unit was left in very poor condition and that they could not advertise the rental unit until it had been restored to a reasonable condition. The Landlord stated that they have done nothing to the rental unit, pending the outcome of these proceedings. The Landlord is seeking compensation for loss of revenue for the period between June 15, 2011 and July 14, 2011 as he anticipates that he will be unable to rent the rental unit until July 15, 2011.

The Landlord stated that he submitted photographs to the Residential Tenancy Branch, copies of which he served to the Tenant, that demonstrate the poor condition of the rental unit. The Tenant was advised that those photographs were not available to me at the time of the hearing but that they would be reviewed prior to rendering a decision in this matter.

I was unable to locate those photographs so the Landlord was provided with the opportunity to re-submit the photographs, which I received and viewed on June 29, 2011. These photographs show that the rental unit was in significant need of cleaning at the end of the tenancy.

Analysis

On the basis of the evidence of the Landlord and in the absence of evidence to the contrary, I find that the Tenant failed to pay rent of \$1,760.00 that was due on May 15, 2011. As tenants are required to pay rent when it is due, pursuant to section 26 of the *Residential Tenancy Act (Act)*, I find that the Tenant owes the Landlord \$1,760.00 in rent for the period between May 15, 2011 and June 14, 2011.

On the basis of the evidence of the Landlord and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act*, when he failed to leave the rental unit in reasonably clean condition. On the basis of the photographs that were submitted in evidence I find that substantial cleaning was required and it is unlikely that the Landlord would have been able to restore the rental unit to rentable condition in time to find a new tenant for June 15, 2011. I therefore find that the Landlord is entitled to compensation for loss of revenue for the period between June 15, 2011 and July 14, 2011, in the amount of \$1,760.00. I find that this loss of revenue was directly related to the Tenant's failure to leave the rental unit in reasonable condition at the end of the tenancy

I find that the Landlord's application has merit and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$3,570.00, which is comprised of \$1,760.00 in unpaid rent, \$1,760.00 in loss of revenue, and

\$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

Pursuant to section 72(2) of the Act, I authorize the Landlord to retain the Tenant's security deposit of \$750.00 plus interest of \$26.56, in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$2,793.44. 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 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: June 29, 2011.

Residential Tenancy Branch