



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNR, MNSD

### Introduction

This hearing dealt with an application by the landlord seeking a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail on April 12, 2012. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord gave affirmed evidence.

### Issues to be Decided

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit?

### Background and Evidence

The tenancy began on or about January 1, 2012 and ended on March 30, 2012. Rent in the amount of \$1275.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$637.00 and a pet deposit of \$637.00. The landlord issued a One Month Notice to End Tenancy for Cause with an effective date of April 30, 2012. The landlord is seeking the recovery of costs incurred to clean the suite, replace the carpet, and replace the blinds and the labour involved. The landlord is also seeking loss of revenue for the month of April.

### Analysis

The landlord is the sole applicant in this matter and bears the burden of proving their case. I address the landlord's application as follows;

**First Claim** – The landlord is seeking the equivalent of one month's rent for loss of revenue. The landlord was unable to clearly explain how this tenancy ended. The landlord testified a Notice was issued, however they were unsure of when it was issued or for what reason. The Notice was not submitted for this hearing. In addition, the receipts submitted by the landlord clearly show the unit was available for rental on April 6, 2012 as all work was completed on that date. The landlord did not provide any documentation or offer any testimony at mitigating their loss for the month. I do not find that the landlord is entitled to the recovery of a month's loss of revenue and accordingly dismiss this portion of the landlord's application.

**Second Claim** – The landlord is seeking \$1200.00 for carpet replacement and labour. The landlord provided documentation to support this portion of their claim. I find the landlord is entitled to \$1200.00.

**Third Claim-** The landlord is seeking \$400.00 for painting plaster and labour. The landlord provided documentation to support this portion of their claim. I find the landlord is entitled to \$400.00

**Fourth Claim** – The landlord is seeking \$532.00 for cleaning, supplies, replacement of blinds and labour. The landlord provided documentation to support this portion of their claim. I find the landlord is entitled to \$532.00.

As for the monetary order, I find that the landlord has established a claim for \$2132.00. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$1274.00 in security and pet deposits in partial satisfaction of the claim and I

grant the landlord an order under section 67 for the balance due of \$908.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$908.00. The landlord may retain the security deposit.

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 05, 2012.

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Residential Tenancy Branch