



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, MND

Introduction

This hearing dealt with an application by the landlord for 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 having her daughter present when she personally served the tenant on July 22, 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 for unpaid rent and loss of income?

Background and Evidence

The tenancy began on or about May 1, 2011. Rent in the amount of \$650.00 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 \$325.00.

The landlord gave the following testimony; a move in condition inspection was conducted, the tenant vacated the unit on April 30, 2012, the tenant did not return the keys nor did she participate in the move out condition inspection, the tenant left the unit; full of garbage, old broken furniture, dirty, and damaged, the landlord was unable to advertise or show the unit during the tenant's last month of residing there due to the dirty and damaged condition nor could the landlord advertise the month after the tenant

left as she needed to conduct the repairs and cleaning, the tenant left the unit in an unreasonable and dirty condition upon move out that resulted in the landlord losing one months' revenue, the landlord is seeking the recovery of costs to clean, repair and loss revenue.

Analysis

I accept the landlord's undisputed testimony. The landlord provided documentation in the form of photographs, condition inspection report and receipts to help support their position. When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim

I will deal with the landlord claims as follows:

First Claim – The landlord is seeking the equivalent of one months' loss of revenue as the tenant left the unit in an unreasonable and un-rentable condition. I accept the testimony and the documentary evidence submitted by the landlord and find that the landlord is entitled to \$650.00

Second Claim – The landlord is seeking the recovery of \$100.00 carpet cleaning. The landlord provided a receipt and photos to help support this portion of their claim. I find that the landlord is entitled to \$100.00

Third Claim – The landlord is seeking the recovery costs of having to install a new bi-fold door, removal of garbage and furniture and replacement of a fence board in the amount of \$275.00. The landlord provided receipts to support this portion of their claim. I find the landlord is entitled to \$275.00.

Fourth Claim – The landlord is seeking the recovery of \$122.22 for the cost of cleaning supplies, caulking, a doorknob, and miscellaneous parts for the suite. The landlord has supplied the receipts reflecting these costs to support this portion of their claim. I find the landlord is entitled to \$122.22.

As for the monetary order, I find that the landlord has established a claim for \$1147.22. I order that the landlord retain the \$325.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$822.22. 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 \$822.22. 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: October 09, 2012.

Residential Tenancy Branch