



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD MNDC FF

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.

Both landlords participated in the teleconference hearing, but the tenants did not call into the hearing. On January 25, 2013, the landlord served the tenants with the application for dispute resolution and notice of hearing by registered mail. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I find that the tenant is deemed served with notice of the hearing on January 30, 2013.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenants first began occupying the rental unit on or about June 1, 2006. On May 26, 2006, the landlord collected a security deposit from the tenants in the amount of \$650. The landlord and the tenants entered into successive fixed-term tenancy agreements, the last of which commenced on June 1, 2012, and was to be for a term of one year, expiring May 31, 2013. Rent in the amount of \$1660 was payable in advance on the first day of each month. The tenants vacated the rental unit on October 30, 2012.

The landlord has claimed the following monetary amounts from the tenants:

- 1) \$168 for ozone treatment – the tenants smoked in the rental unit, contrary to their tenancy agreement, and the landlord had to remove the smoke smell
- 2) \$112.81 for repair to washing machine

- 3) \$1660 for lost revenue for February 2013 – the tenants already paid the landlord for lost revenue up to the end of January 2013. The landlord attempted to mitigate their loss by advertising the unit to rent as well as for sale, and they were unable to re-rent but successfully sold the unit for a possession date of March 1, 2013.
- 4) \$55.81 for hydro from November 24, 2012 to January 14, 2013
- 5) \$55 for estimated hydro costs for January 15, 2013 to February 28, 2013
- 6) \$40.35 for registered mail costs to serve the tenants with the application, notice of hearing and evidence for this proceeding.

In support of their evidence, the landlord provided copies of bills, ads to rent and sell the rental unit and a letter from the tenant authorizing the landlord to apply the security deposit toward the costs for the ozone treatment and the washing machine repair.

Analysis

Upon consideration of the undisputed evidence, I find that the landlord is entitled to the amounts claimed for the ozone treatment and washing machine repair, as the tenants acknowledged responsibility for those amounts.

I accept the landlord's evidence that they took reasonable steps to attempt to re-rent the unit, and I grant their claim for lost revenue for February 2013.

I do not find that the landlord is entitled to hydro costs as claimed, as the tenants were not occupying the unit and using hydro after October 30, 2012.

The landlord is not entitled to the costs for registered mail, as the only cost associated with the dispute resolution process that may be recoverable is the filing fee.

As the landlord's claim was mostly successful, they are entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

The landlord is entitled to \$1990.81. I order that the landlord retain the security deposit and interest of \$671.68 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1319.13. 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: February 21, 2013

Residential Tenancy Branch

