



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Emerald Analytics Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR / OPB, MNR, MND, MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to an application by the landlord for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord attended and gave affirmed testimony. As the tenant has now vacated the unit, the landlord withdrew the application for an order of possession.

Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail, the tenant did not appear. Evidence provided by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "successfully delivered."

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from December 15, 2012 to December 31, 2013. Monthly rent of \$990.00 is due and payable in advance on the first day of each month, and a security deposit of \$495.00 was collected. A move-in condition inspection report was completed with the participation of both parties, although the document bears no signatures.

Arising from rent which remained unpaid when due on February 1, 2013, the landlord testified that a 10 day notice to end tenancy was served on the tenant. Subsequently, the tenant made no further payment toward rent, and he vacated the unit sometime in the latter half of February 2013. As the tenant provided no forwarding address, the

address used for service of the hearing package is the address shown on the tenant's driver's licence.

After entering the unit, the landlord found that certain cleaning and repairs were required. A move-out condition inspection report was completed by the landlord in the absence of the tenant. New renters were found effective from March 15, 2013.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, the various aspects of the landlord's claim and my findings around each are set out below.

\$990.00: *unpaid rent for February 2013.*

I find that the landlord has established entitlement to the full amount claimed.

\$990.00: *loss of rental income for March 2013.*

In view of the landlord's success in finding new renters effective from March 15, 2013, I find that the landlord has established entitlement limited to **\$495.00** with respect to the period from March 1 to 14, 2013.

\$900.00 (9 x \$100.00): *anticipated loss of rental income during the 9 month balance of the tenancy from April to December 2013.*

As the landlord succeeded in finding new renters effective from March 15, 2013, as above, the landlord withdrew this aspect of the claim.

\$270.00: *unreturned keys, fobs and lock replacement.*

In the absence of receipts in support of this aspect of the landlord's claim, it is hereby dismissed with leave to reapply.

\$700.00: *cleaning and the services of a plumber.*

In the absence of receipts in support of this aspect of the landlord's claim, it is hereby dismissed with leave to reapply.

\$2,000.00: *miscellaneous repairs (walls, doors, carpets, appliances).*

The landlord's agent testified that some of the anticipated repairs have not yet been undertaken and, therefore, certain costs have not presently been incurred. For this reason and in the absence of receipts in support of any costs that have actually been incurred, this aspect of the claim is hereby dismissed with leave to reapply.

\$100.00: *filing fee.*

As the landlord has achieved some success with this claim, I find that the landlord has established entitlement to recovery of the full filing fee.

Sub-total entitlement: \$1,585.00 (\$990.00 + \$495.00 + \$100.00)

I order that the landlord retain the security deposit of **\$495.00**, and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$1,090.00** (\$1,585.00 - \$495.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,090.00**. Should it be necessary, this order may be served on the tenant, 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: May 28, 2013

Residential Tenancy Branch

