



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MND, MNSD and FF

Introduction

This hearing was convened on the landlord's application of June 4, 2013 seeking a monetary award for loss of rent and utilities, cleaning costs, recovery of the filing fee for this proceeding and authorization to retain the security and pet damage deposits in set off against the balance owed after the tenant abandoned the rental unit .

Despite having been served with the Notice of Hearing sent by registered mail on or about June 6, 2013, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to monetary award for the claims submitted and in what amounts.

Background, Evidence and Analysis

This tenancy began in February 2013. Rent was initially \$580 per month, but the parties agreed to an increase to \$650 when utilities costs turned out to be much higher than expected in this first time tenancy for the landlord. The landlord holds a security deposit of \$275 paid at the beginning of the tenancy.

During the hearing, the landlord, stated that, on May 5, 2013, after they had agreed on the rent increase, the tenant gave assurance that he would continue with the tenancy. However, the landlord stated that he found the rental unit abandoned on June 1, 2013.

The landlord stated that the tenant had left the heat turned up and all of the windows had been left open and the rental unit was left in dire need of cleaning.

Therefore, the landlord claims and I find as follows:

Rent/loss of rent for June 2013 – \$650. The landlord stated that he had advertised throughout June but was unable to find a new tenant for the month and claims loss of rent for the lack of notice. I find that the landlord is entitled to the loss of rent for June 2013, but I find the amount to be \$580 and not \$650. Rent increases are normally strictly regulated, must be a year apart after being set, notice must be given three months in advance on the prescribed form and the amount is limited to 3.8 per cent in the current year. While section 43(1)(c) of the *Act* provide that the parties may agree on a greater increase by written agreement, I find the text message submitted by the landlord does not meet that standard. The claim is allowed at the reduced award of \$580.

General cleaning - \$250.00. The landlord submitted two photographs and an invoice for five hours cleaning by two persons at \$25 each. I find this charge to be within established norms and the claim is allowed in full.

Filing fee - \$50. As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenants.

Security deposits – \$275. As authorized under section 72 of the *Act*, I hereby order that the landlord retain the security deposit in set off against the balance owed.

Thus, I find that the landlord is entitled to a monetary award calculated as follows:

Award to Landlord		
Loss of rent for June 2013	\$580.00	
General cleaing	250.00	
Filing fee	<u>50.00</u>	
Sub total	\$880.00	\$880.00
Tenants' Credit		
Security deposit (No interest due)	\$ 275.00	- 275.00
TOTAL (Balance remaining owed to landlord)		\$605.00

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for **\$605.00** for service on the tenants

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: September 10, 2013

Residential Tenancy Branch

