



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss, to keep all or part of the security deposit and/or the pet damage deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend or submit any documentary evidence. The Landlord states that the Tenant was served with the notice of hearing package and the submitted documentary evidence by Canada Post Registered Mail on August 16, 2013 and has submitted a copy of the Customer Receipt Tracking number as confirmation.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security and/or pet damage deposits?

Background and Evidence

The Landlord seeks a monetary claim of \$2,321.00. This consists of \$875.00 for unpaid rent for July, \$875.00 for the loss of rental income for August (no notice to vacate), \$220.00 for the cost of 3 missing area rugs, \$40.00 for the cost of 8 missing light bulbs(including labour), \$20.00 for the cost of replacing a missing curtain rod, \$66.00 for the cost of 3 hours of cleaning @ \$22.00 per hour and \$225.00 for 9 hours @ \$25.00 per hour for repairs to the wall, patching/painting of 100+ nail and screw holes and dumping garbage.

The Landlord states that the Tenant failed to pay rent for July 2013 of \$875.00 when his rent cheque was returned NSF by the bank. The Landlord states that the Tenant stated that he would pay the rent on July 19, 2013. The Landlord also received verbal notification that the Tenants would vacate the rental unit on July 31, 2013. The

Landlord states that the July rent was not paid and that the Tenant failed to provide sufficient notice to re-rent the unit and is seeking the loss of rental income for August of \$875.00. The Landlord began re-advertising the rental unit on July 12, 2013 even though written notice was not received from the Tenant until July 18, 2013. The Landlord states that the Tenant left the unit un-habitable which required cleaning and many repairs. The Landlord states that after repeated attempts to schedule a condition inspection for the move-out on August 5th, 9th and a notice of a final opportunity to schedule a condition inspection was sent on the 10th, the Landlord conducted an inspection in absence of the Tenant on August 14th. The Landlord states that 3 area rugs which were provided to the Tenants were missing along with 8 light bulbs missing from throughout the rental unit. The Landlord states that cleaning and repairs were required as shown by the submitted photographs. The Landlord also relies on a completed condition inspection report for the move in.

Analysis

I accept the undisputed testimony of the Landlords and find that a claim has been established for a monetary claim of \$2,321.00 as supported by the Landlord's documentary evidence. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$437.50 security and the \$437.50 pet damage deposits in partial satisfaction of the claim and I grant a monetary order for the balance due of \$1,496.00. 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 \$1,496.00.
The Landlord may retain the security and pet damage deposits.

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: November 27, 2013

Residential Tenancy Branch

