



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF, 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. Despite having been served with the application for dispute resolution and notice of hearing by registered mail and personal service, the tenants did not participate in the conference call hearing. The landlord gave affirmed evidence

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's undisputed testimony is as follows. The tenancy began on June 15, 2012 and ended on May 31, 2013. The tenants were obligated to pay \$825.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$425.00 security deposit.

I address the landlord's claims and my findings around each as follows.

First Claim – The landlord is seeking 1650.00 in unpaid rent in the months of May and June 2013. The landlord stated the tenant sent an e-mail on May 31, 2013 that he vacated the unit. The landlord stated she did not receive any notice. I find that the landlord is entitled to the unpaid rent for the month of May and the loss of revenue for the month of June for an amount of \$1650.00.

Second Claim – The landlord is seeking \$174.00 for utilities. The landlord provided receipts however the receipts were not reflective of the time frame when the tenant occupied the unit and were not helpful. I dismiss this portion of the landlords' application.

Third Claim – The landlord stated that the balance of her monetary request was “well over the \$5000.00 limit. It was explained to the landlord in great detail that she was responsible for proving her claim and providing proof of the “out of pocket costs” incurred. The landlord stated numerous times that she is suffering from severe anxiety and stress related illnesses as well as memory loss. It is worth noting that the landlord submitted faxed copies of her evidence which was a very poor quality and often illegible. When I made attempts to have the landlord specify and clarify what the receipts were for she repeated that she has a difficult time remembering and is extremely stressed out by this entire experience. I have thoroughly reviewed the photos, the condition inspection report, the receipts and the testimony of the landlord to “map out” the actual and appropriate claims put forth. Upon my reviewing all of the above I find that the landlord is entitled to \$1662.90 for cleaning supplies, repairs, labour, garbage removal and the replacement of lost items.

Conclusion

In summary, the landlord has been successful in the following claims:

Unpaid rent and loss revenue	\$1650.00
Filing fee	\$ 50.00
Supplies, Labour, Parts	\$1662.90
	\$
	\$
	\$
Total:	\$3362.90

The landlord has established a claim for \$3362.90. I order that the landlord retain the deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2937.90. 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: November 27, 2013

Residential Tenancy Branch

