

Dispute Resolution Services

Residential Tenancy Branch Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR; MNR; MND; MNDC; MNSD; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent, damage to the rental unit and loss of revenue; to retain the security deposit in partial satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that the Notice of Hearing documents were mailed to the Tenants, via registered mail, to the Tenant's forwarding address on August 9, 2013. The Landlord provided the receipt and tracking numbers for the registered documents. He testified that he also sent copies of his documentary evidence to the Tenant on October 21, 2013. A copy of the registered mail receipt was provided in evidence.

Based on the Landlord's affirmed testimony and documentary evidence, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. The teleconference remained open for 45 minutes. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

Preliminary Matter

At the outset of the Hearing, the Landlord testified that the Tenant moved out of the rental unit on or about July 31, 2013. Therefore, the Landlord's request for an Order of Possession is dismissed as the Landlord has taken back possession of the rental unit.

Issues to be Decided

• Is the Landlord entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

The Landlord gave the following testimony:

This tenancy began in April, 2011. Monthly rent was \$1,000.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$500.00.

The Tenant did not pay rent for the month of July, 31, 2013. The rental unit was infested with fleas and the Tenant abandoned her two cats at the end of the tenancy. The new occupants discovered the fleas and refused to take possession. The Landlord agreed to allow the new occupants to terminate the lease, causing the Landlord to lose two weeks' rent. The rental unit was re-rented effective August 15, 2013.

The Tenant did not ventilate the rental unit, which caused mould to grow on the window sills. The sills had to be repainted with mould retardant paint and the blinds had to be replaced. The Tenant left a broken table, bed frame and mattress which had to be taken to the dump. The thermostat cover was missing at the end of the tenancy and could not be replaced. The Landlord had to purchase a new thermostat.

The Landlord seeks a monetary award, calculated as follows:

Unpaid rent for July, 2013	\$1,000.00
Late fee	\$25.00
Loss of revenue for August, 2013 (2 weeks)	\$500.00
Repairs (materials and labour)	\$75.41
Replacing and installing new blinds	\$183.68
Dump fees	\$75.00
Flea fumigation	\$183.79
New thermostat	\$22.99
Cost of registered mail (service)	\$21.15
TOTAL AMOUNT CLAIMED	\$2,087.37

The Landlord provided copies of receipts and invoices in support of his monetary claim.

Analysis

I accept the Landlord's undisputed testimony in its entirety.

There is no provision in the Act for recovery of the cost of serving the other party. Therefore, this portion of the Landlord's claim is dismissed.

The Landlord provided copies of the invoices and receipts in support of his claim for damages and I allow the portion of his claim that is supported by his documentary evidence. With respect to the cost of replacing and installing the new blinds, I find that the Landlord did not provide sufficient evidence of this cost.

The Tenant did not pay rent when it was due and therefore, I allow the Landlord's claim for unpaid rent and late fees.

I find that the Tenant was responsible for the eradication of the fleas at the end of the tenancy. The Landlord took reasonable steps to minimize his loss of revenue and was able to re-rent the rental unit effective August 15, 2013. Therefore, I allow his claim for loss of ½ month's rent.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of his monetary award. No interest has accrued on the security deposit.

The Landlord has been successful in his application and I find that he is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent, late fees and loss of revenue	\$1,525.00
Damages	\$357.19
Recovery of the filing fee	\$50.00
Subtotal	\$1,932.19
Less security deposit	- \$500.00
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,432.19

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of **\$1,432.19** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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 18, 2013

Residential Tenancy Branch