



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HomeLife Glenayre Realty Chilliwack Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND MNR MNSD MNDC FF

### 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.

The landlord submitted evidence to establish that the tenant was served with the application for dispute resolution and notice of hearing by registered mail on September 11, 2013 to the forwarding address that the tenant provided. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on September 16, 2013, and I proceeded with the hearing in the absence of the tenant.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on March 3, 2012. Rent in the amount of \$900 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$450. The tenant failed to pay rent for January and March 2013. The landlord considered the rental unit abandoned at the end of March 2013.

The landlord stated that they could not re-rent the unit for April 2013 because they had to clean and repair the unit, and move the tenant's items into storage. The landlord has claimed the following monetary amounts:

- 1) \$1800 in unpaid rent for January and March 2013;
- 2) \$900 in lost revenue for April 2013;

- 3) \$819 to clean the unit and move everything into storage;
- 4) \$522.50 for storage costs;
- 5) \$97.44 to replace the main unit key;
- 6) \$255.85 to repair the broken dishwasher;
- 7) \$72.75 to rekey the mail lock;
- 8) \$450 to clean out the storage; and
- 9) \$593.25 for hydro for the duration of the tenancy, as the tenant failed to pay it.

In support of their claim the landlord submitted the tenancy agreement; copies of emails between the landlord and the tenant, in which the tenant acknowledged responsibility for at least some of the above costs; and bills and invoices.

### Analysis

Upon consideration of the landlord's undisputed evidence, I find that their claim has been sufficiently established and they are entitled to their claim in its entirety.

As the landlord's claim was successful, they are also entitled to recovery of the \$100 filing fee for the cost of their application.

### Conclusion

The landlord is entitled to \$5560.79. I order that the landlord retain the security deposit of \$450 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$5110.79. 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: January 14, 2014

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Residential Tenancy Branch

