



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Capital Region Housing Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      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.

Two agents for the landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that they served the tenant with the application for dispute resolution and notice of hearing by registered mail, which the tenant received and signed for on October 21, 2013. I accepted the landlord's evidence that the tenant was served with notice of the hearing, 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 August 1, 2009. On August 6, 2009 the landlord and the tenant carried out a move-in inspection and completed the condition inspection report. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$280.

On December 12, 2011 the tenant gave the landlord written notice of her intention to vacate the rental unit by December 31, 2011. The landlord stated that they attempted to arrange a move-out inspection with the tenant but could not do so. The landlord stated that the unit required cleaning and repairs after the tenant vacated, and they were therefore unable to rent the unit for January 2012. The landlord stated that the unit required carpet cleaning, 16 hours of general cleaning, repairs due to damages to

drywall, and replacement of two damaged blinds. The landlord has claimed \$478 for lost revenue for January 2012 and \$1394.90 for cleaning and repairs.

In support of their claim the Landlord submitted the following evidence:

- a copy of a residential tenancy agreement, signed by the tenant and the landlord on July 7, 2009;
- a copy of the move-in condition inspection report, signed by the tenant and the landlord on August 6, 2009;
- invoices for carpet cleaning, painting and 2 replacement blinds; and
- a copy of the Landlord's Application for Dispute Resolution, filed October 11, 2013.

### Analysis

I find that the landlord has established their claim in its entirety. The undisputed evidence, as noted above, shows that the landlord incurred costs for lost revenue for January 2013 as well as cleaning and repair costs. The tenant signed for the hearing package and therefore was made aware of the claim, but chose not to respond.

As their application was successful, the landlord is also entitled to recovery of the \$50 filing fee for the cost of their application.

### Conclusion

The landlord is entitled to \$1922.90. I order that the landlord retain the security deposit of \$280 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1642.90. 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: February 11, 2014

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Residential Tenancy Branch

