



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

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.

The landlord participated in the teleconference hearing, but the tenants did not call into the hearing. The landlord submitted evidence that she personally served one tenant with the application for dispute resolution and notice of hearing on October 28, 2013, and she served the other tenant by registered mail sent on the same date. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I accepted the landlord's evidence that one tenant was personally served on October 28, 2013, and I found that the other tenant was deemed served with notice of the hearing on November 2, 2013. I then proceeded with the hearing in the absence of the tenants.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on June 1, 2012. Rent in the amount of \$1500 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 tenants in the amount of \$750. The tenancy ended in September 2013. The landlord has claimed the following monetary compensation:

- \$500 in unpaid rent– the tenants failed to pay \$500 of the rent in July 2013;
- \$1500 in lost revenue for October 2013 – the tenants moved out without notice, and the landlord was unable to re-rent for October 2013;
- \$78.75 for carpet cleaning – the tenants did not clean the carpets before vacating;

- \$150 for carpet repairs – the carpet was brand new at the outset of the tenancy, but at the end of the tenancy the carpet outside the bathroom and bedroom doors was shredded. The landlord repaired this damage with extra pieces of carpet; and
- \$50 to repair holes in the walls and \$200 for painting – the tenants left holes in the walls from mounting a flat-screen TV on the wall, and left graffiti on an interior wall.

In support of her application, the Landlord submitted the following evidence:

- a copy of the residential tenancy agreement, signed by the tenants and the landlord on May 23, 2012, indicating a monthly rent of \$1500 due on the first of each month;
- a copy of a move-out condition inspection report dated October 5, 2013;
- an invoice for painting and repairing holes in the walls;
- a receipt for carpet cleaning;
- receipts for cleaning supplies and paint;
- a photograph of a graffiti-covered interior wall;
- testimony regarding the outstanding rent, lost revenue and the damages and required repairs; and
- a copy of the Landlord's Application for Dispute Resolution, filed October 24, 2013.

Analysis

I find that the landlord has established their claim for \$2478.75. The evidence noted above shows that the tenants failed to give proper notice to vacate and they left the unit in such a condition that cleaning and repairs were required.

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

Conclusion

The landlord is entitled to \$2528.75. I order that the landlord retain the deposit and interest of \$750 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1778.75. 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 25, 2014

Residential Tenancy Branch

