



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      OP MNR MNSD FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenants did not appear although they were personally served with the Application for Dispute Resolution and Notice of Hearing by on February 9, 2014. The tenants moved out of the rental unit on March 1, 2014, the landlord has possession of the rental property and an order for possession is no longer required

### Issues

Is the landlord entitled to a monetary order?

Is the landlord entitled to an order allowing retention of the security deposit?

### Background and Evidence

This tenancy began on January 15, 2013 for a fixed term ending January 31, 2014 and thereafter month to month. The rent is \$1,350.00 due in advance on the first day of each month. The tenants paid a security deposit of \$675.00 and a pet deposit of \$675.00 at the start of the tenancy. The tenancy agreement provided that the tenants were responsible for paying 75% of the utilities. The tenants did not pay rent or utilities for January when they were due. January 24, 2014 the landlord personally served the tenants with a Notice to End Tenancy for non-payment of rent. On February 1<sup>st</sup> The tenants paid the landlord the sum of \$1,800.00 on account of January rent and utilities, leaving \$60.00 still outstanding. The tenants did not pay rent for February and moved out without notice on March 1, 2014. On March 2, 2014 the landlord discovered that the tenants had moved out when he visited the rental property and found the keys on the door and the unit unlocked. The landlord submitted photographs to show that the tenants caused significant damage to the rental unit, abandoned belongings and garbage in the unit and left it in a filthy state.

The landlord testified that he is still engaged in repairs and cleaning. He has claimed unpaid rent for February as well as lost revenue for March and April. The landlord has claimed amounts for utilities, but did not supply invoices to support the claims. He claimed an estimated amount of \$1,700.00 for damage to the rental unit. The landlord said he does not expect that he will be able to rent the unit for April because he is still engaged in repairs to the rental unit to make it ready for re-rental.

### Analysis

The tenants failed to pay the full amount of rent and utilities due in January. The landlord testified that they paid \$1,800.00 on February 1<sup>st</sup>, leaving \$60.00 owing for January. The tenants did not pay rent for February. The landlord is entitled to an award of \$1,350.00 for February rent. I accept the landlord's testimony that due to damage to the rental unit and ongoing repairs, he has been unable to rent the unit for any part of March and I award \$1,350.00 as loss of revenue for March. The landlord has not supplied documents to establish the expenditures made for cleaning and repairs to the rental unit. The landlord filed this claim on February 7<sup>th</sup>, before the tenancy had ended; according to the landlord, the repairs are not yet completed and I therefore dismiss the claim for a monetary award for repairs and cleaning with leave to reapply. The landlord will have to provide invoices and evidence to support a claim for repairs on a new application. The claim for loss of revenue for April is also dismissed with leave to reapply. If the landlord intends to make a further claim for loss of revenue on account of extensive damage, he will bear the burden of proving that he has acted properly to mitigate his damages.

The landlord has claimed additional amounts for unpaid utilities, but he has not provided any invoices to support a claim for payment of utilities and this claim is dismissed without leave to reapply.

### Conclusion

*Monetary Order and Security Deposit* - I find that the landlord has established a total monetary claim of \$2,760.00 consisting of unpaid rent or utilities for January, \$1,350.00 as unpaid rent for February and \$1,350.00 as loss of revenue for March. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$2,810.00. I order that the landlord retain the security and pet deposits totalling \$1,350.0 in partial satisfaction of the claim and I grant the landlord an order under

section 67 for the balance due of \$1,460.00. 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: March 28, 2014

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Residential Tenancy Branch

