



# Dispute Resolution Services

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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 tenant did not call into the hearing.

On January 8, 2014 the landlord received an order for substituted service, allowing the landlord to serve the tenant with the application and notice of the hearing by personally serving the receptionist or any other staff member at an office where the tenant attends from time to time to pick up her mail. The landlord provided a written statement from the receptionist that she was served with the hearing package on February 4, 2014. In the hearing, the landlord stated that they did not confirm whether the package had in fact been forwarded to the tenant; however, I found that the landlord fulfilled the requirements of the substituted service order for service of the hearing package, and I proceeded with the hearing in the absence of the tenant.

I note that the substituted service order only applies to service of the hearing package, and the landlord may not serve any subsequent documents, such as a monetary order, on the tenant by the method set out in the substituted service order dated February 4, 2014.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on April 1, 2013, as a fixed-term tenancy to end on March 31, 2014. Rent in the amount of \$550 was payable in advance on the fifteenth and thirtieth day of each month (for a monthly rent of \$1100). The tenancy agreement also indicated that

the tenant was responsible for one third of the utilities. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$550.

The landlord stated that on October 2, 2013 the tenant emailed the landlord to inform them that she intended to move out of the rental unit by October 31, 2013. The tenant had not removed her belongings from the rental unit by November 1, 2013, and the landlord determined that the tenant had abandoned the rental unit. The landlord disposed of the tenant's belongings that were left behind, and they re-rented the unit beginning December 1, 2013 for a reduced monthly rent of \$1000.

The landlord has claimed the following monetary compensation:

- \$2300 for unpaid rent - \$100 outstanding from May 2013 and \$2200 for September and October 2013;
- \$1100 lost revenue for November 2013;
- \$400 for the balance of rent to the end of the fixed term (\$100 difference in rent from December 2013 to March 2014);
- \$80 for digital cable box and remote that the tenant failed to return;
- \$367.50 for disposal of the tenant's belongings;
- \$14.11 for duplicate keys, as the tenant did not return her keys; and
- \$75 for recovery of the \$50 filing fee and the \$25 substituted service application fee.

In support of their claim, the landlord submitted evidence including the following:

- a copy of the residential tenancy agreement signed by the tenant and the landlord on March 5, 2013;
- a copy of the new tenancy agreement commencing December 1, 2013, with monthly rent of \$1000;
- an invoice dated November 12, 2013, in the amount of \$367.50, for picking up and disposing of household items at the rental unit;
- copies of utilities bills; and
- copies of emails between the landlord and the tenant regarding the end of the tenancy.

### Analysis

I find that the landlord is entitled to all amounts claimed aside from the fee for substituted service. The evidence noted above shows that the tenant entered into a fixed-term tenancy to end on March 31, 2013, with monthly rent of \$1100 and a

requirement to pay one third of the utilities. The tenant's emails to the landlord indicate that she intended to vacate the rental unit by October 31, 2013. I accept the landlord's evidence that the tenant failed to move all of her belongings out of the rental unit by that date, and that those items were removed and disposed of at a cost to the landlord. I accept the landlord's evidence that they took reasonable steps to mitigate lost revenue by re-renting the unit as soon as possible, and I find that the landlord is also entitled to the difference in rent for the remainder of the fixed term.

In regard to the \$25 application fee for the substituted service order, the only fee that is recoverable under the Act is the filing fee for the cost of the application. Other costs associated with the dispute resolution process are not recoverable. As the landlord's application was successful, they are entitled to recovery of the \$50 filing fee for the cost of their application.

### Conclusion

The landlord is entitled to \$4673.75. I order that the landlord retain the security deposit of \$550 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$4123.75. 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: April 4, 2014

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Residential Tenancy Branch

