



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 tenants did not call into the hearing. The landlord submitted evidence that they served the tenants with the application for dispute resolution and notice of hearing by registered mail sent on November 1, 2013. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenants were deemed served with notice of the hearing on November 6, 2013, and I 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 tenants first occupied the rental unit on January 1, 2012, at which time they paid the landlord a security deposit of \$500. The parties entered into a second tenancy agreement that commenced on January 1, 2013 and was set as a fixed term to end on January 1, 2015. Rent in the amount of \$900 was payable in advance on the first day of each month.

On July 12, 2013 the tenants gave the landlord notice that they intended to vacate the rental unit. The tenants moved out on August 1, 2013. The landlord stated that the tenants had not paid their full rent for several months, and their cheques were returned for insufficient funds. When the landlord attended the rental unit he found that the rental unit required cleaning and repairs. The landlord took steps to advertise the unit and he was able to re-rent beginning August 15, 2013.

The landlord has claimed the following compensation:

- \$1500 in unpaid rent (\$300 from February 2013; \$500 from May 2013 and \$700 from June 2013);
- \$21 for three returned cheques;
- \$450 for lost revenue for the first half of August 2013;
- \$45.18 for advertising;
- \$36.41 for lock rekeying;
- \$50.40 for dump fees;
- \$160 for clean-up, trucking and repairs; and
- \$100 for broiler missing from stove.

In support of his evidence the landlord submitted the following evidence:

- a copy of a residential tenancy agreement, signed by the tenants and the landlord, indicating a monthly rent of \$900 due on the first of each month;
- copies of NSF cheques and receipts for rent paid in cash;
- a copy of the tenants' notice to vacate;
- receipts and invoices for dumping fees and advertising;
- photographs of the rental property after the tenants vacated; and
- testimony regarding work done and the new tenancy commencing August 15, 2013.

Analysis

I find that the landlord has established his claim for \$2362.99. The evidence noted above supports the landlord's claims, showing that the tenants did not pay their full rent, and after they vacated the unit the landlord had to do repairs and cleaning, and haul away garbage, and advertise before he could re-rent the unit.

As the landlord's application is successful, he is also entitled to recovery of the \$50 filing fee for the cost of his application.

Conclusion

The landlord is entitled to \$2412.99. I order that the landlord retain the security deposit of \$500 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1912.99. 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 7, 2014

Residential Tenancy Branch

