



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB MNSD MNDC FF O

Introduction

This hearing dealt with an application by the landlord for an order of possession, 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. The landlord submitted evidence that they served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on November 22, 2013. The landlord submitted an email from the tenant dated November 25, 2013, in which the tenant confirmed that she received the hearing package. I accepted the landlord's evidence on service and I proceeded with the hearing in the absence of the tenant.

At the outset of the hearing the landlord stated that the tenant had already vacated the rental unit. I therefore dismiss the portion of the landlord's application regarding an order of possession.

The landlord requested an amendment to their application to include their costs for carpet repair. I denied the requested amendment, as the landlord did not amend their application before the hearing and serve the tenant with notice of the amended monetary claim.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenant first occupied the rental unit on August 1, 2012, in a fixed term tenancy ending July 31, 2103. At the outset of the tenancy, the landlord collected a security deposit of \$1650 and a pet deposit of \$500. The landlord and the tenant entered into a second fixed term tenancy beginning August 1, 2013, which was to end on July 31, 2014. Rent in the amount of \$3300 was payable in advance on the first day of each month.

The landlord stated that at the end of September 2013 the tenant gave the landlord notice that she would be vacating the rental unit at the end of October 2013. The landlord stated that he then immediately began advertising to re-rent. The landlord stated that the tenant refused to do a move-out inspection and she left the rental unit in a dirty condition, and the landlord is claiming \$230 for cleaning and carpet cleaning costs. The landlord stated that he was able to re-rent the unit for December 1, 2013, and he is claiming \$3300 in lost revenue for November 2013.

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

- a copy of the second tenancy agreement between the parties, signed by the tenant on July 4, 2013 and by the landlord on July 29, 2013, indicating a monthly rent of \$3300 due on the first of each month, and also indicating that the security deposit of \$1650 and the pet deposit of \$500, paid in August 2012, were being carried over from the first agreement;
- an email from the tenant giving notice to vacate at the end of October 2013;
- a copy of the move-in condition inspection report, signed by the landlord and the tenant on August 8, 2013;
- photographs of dirty and stained carpets, as well as other dirty areas of the rental unit, including a refrigerator that was not emptied or cleaned;
- a receipt dated November 2, 2013 for \$230 for cleaning and carpet cleaning;
- testimony regarding the landlord's efforts to re-rent the unit as soon as possible; and
- a copy of the new tenancy agreement between the landlord and the new tenants for a tenancy commencing December 1, 2013.

Analysis

I find that the landlord has established their monetary claim. The evidence noted above shows that the tenant breached the fixed-term tenancy and did not do cleaning or carpet cleaning at the end of the tenancy. I accept the landlord's testimony that they attempted to re-rent the unit as soon as possible, and that they are entitled to lost revenue for November 2013.

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

Conclusion

The landlord is entitled to \$3580. I order that the landlord retain the security and pet deposits of \$2150 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1430. 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 13, 2014

Residential Tenancy Branch

