



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord. The landlord originally applied for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The hearing first convened on January 9, 2014. On that date, the landlord and the tenant participated in the teleconference hearing. The parties agreed that the tenant had vacated the rental unit; accordingly, I dismissed the portion of the landlord's application regarding an order of possession.

Several issues arose regarding service of evidence, and I adjourned the hearing. The Residential Tenancy Branch sent the parties notice of the reconvene time and date. On March 4, 2014 the hearing reconvened but the tenant did not attend. I then proceeded to hear the landlord's evidence in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on July 15, 2013. Rent in the amount of \$800 was payable in advance on the last day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$400. On July 5, 2013 the landlord and the tenant carried out a move-in inspection and signed the condition inspection report.

The landlord stated that the tenant did not pay December 2013 rent, and he moved out of the rental unit after midnight on January 1, 2014. The landlord stated that she began showing the rental unit to prospective new tenants in December 2013, but she was unable to re-rent it for January 2014. The landlord stated that from the end of

September 2013 to December 31, 2013 the tenant had three additional occupants and a pet living in the rental unit. When the tenant vacated, the landlord had to carry out cleaning and carpet cleaning, and replace items that were missing. The landlord has claimed the following amounts:

- \$800 for December 2013 rent and \$800 in lost revenue for January 2014;
- \$200 for additional occupants and one pet for three months;
- \$60 for four hours of cleaning, at \$15 per hour;
- \$30 for one and a half hours of labour, at \$20 per hour, to shampoo rug;
- \$68.99 for missing or damaged articles;
- \$132.93 for cleaning products; and
- \$17.06 for registered mail and photo development costs.

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

- a receipt for \$90 paid for cleaning and carpet cleaning;
- written descriptions and receipts for several missing or damaged articles that the landlord had to replace; and
- several photographs of the dirty condition of the rental unit and some damaged items.

Analysis

Upon consideration of the landlord's evidence, I find that she is entitled to the following amounts:

- \$800 for December 2013 rent;
- \$800 for January 2014 lost revenue;
- \$90 for cleaning and rug cleaning costs;
- \$68.99 for replacement of missing or damaged items; and
- \$132.93 for cleaning products.

I find that the landlord is not entitled to compensation for additional occupants and a pet, as the landlord did not provide evidence of a written tenancy agreement that indicated the additional amount the tenant would be required to pay for additional occupants. Nor is the landlord entitled to the amount claimed for registered mail and photo development costs. The only potentially recoverable cost associated with the dispute resolution process is the filing fee.

As the landlord's application was mostly successful, I find she is entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$1941.92. I order that the landlord retain the security deposit of \$400 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1541.92. 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 14, 2014

Residential Tenancy Branch

