



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Prince George and District Elizabeth Fry Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent and other compensation.

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 December 31, 2013. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on January 5, 2014, and I proceeded with the hearing 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 May 14, 2008. Rent in the amount of \$610 was payable in advance on the first day of each month. At the outset of the tenancy the tenant paid a security deposit of \$382.50.

The landlord submitted that the tenant did not pay rent for August 2013, and on August 29, 2013 the landlord found a note from the tenant, in which she confirmed that she had vacated the rental unit on August 12, 2013 and she was forfeiting her security deposit. The tenant also provided her forwarding address in writing. The landlord submitted that the unit was left in very poor condition with extensive damages and was very dirty. The landlord stated that there was cat urine throughout the unit, walls and doors were damaged and the toilet was broken. The landlord stated that in their calculations they

took into account normal wear and tear, and did not charge for items such as painting except where there was also extensive damage.

The landlord claimed the following compensation:

- \$610 for August 2013 rent;
- \$610 for September 2013 lost revenue – the landlord was unable to re-rent the unit because the unit required extensive work first;
- \$18.51 for unpaid hydro;
- \$50 for an unreturned garage remote;
- \$50 for 2 hours of labour to remove contents of rental unit;
- \$18.75 for garbage disposal fees; and
- \$2364.64 for labour and supplies for repairs.

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 May 8, 2008, indicating that the tenant paid a security deposit of \$382.50 on that date, as well as that electricity was not included in the rent;
- several photographs of the dirty and damaged condition of the rental unit at the end of the tenancy;
- the tenant's note in which she indicated that she forfeited her security deposit;
- an outstanding BC Hydro bill; and
- invoices for cleaning and repairs.

Analysis

I find that the landlord has established their claim in its entirety. The tenancy agreement shows that the tenant was responsible for hydro. The photographs and invoices show the dirty, unclean condition of the rental unit. I accept the landlord's evidence that they were unable to re-rent the unit for September 2013 because the unit required extensive cleaning and repairs. The tenant's note confirms that the tenant forfeited her security deposit.

As the landlord's application was successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$3771.90. I order that the landlord retain the deposit and interest of \$390.27 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3381.63. 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: May 2, 2014

Residential Tenancy Branch

