



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Gateway Property Management Corporation
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 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 February 6, 2014. 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 February 11, 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 February 1, 2012. Rent in the amount of \$1100 was payable in advance on the first day of each month. 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 March 20, 2013 the tenants informed the landlord that they were vacating on that date. The tenants had given no prior notice to vacate.

The landlord stated that the tenants did not do cleaning or carpet cleaning before vacating. Further, the landlord was unable to re-rent the unit until August 2013. The landlord has claimed \$75 for general cleaning; \$212.80 for carpet cleaning; and \$1100 in lost revenue for April 2013. The tenants did not provide a forwarding address until January 27, 2014.

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

- a copy of a residential tenancy agreement, signed by the tenant and the landlord on January 12, 2012, indicating a monthly rent of \$1100 due on the first of each month and verifying that the tenants paid a security deposit of \$550;
- a copy of the tenants' written notice to vacate;
- testimony that the landlord was unable to re-rent the unit for April 2013;
- an invoice for carpet cleaning;
- a copy of the condition inspection report, indicating what items required cleaning at the end of the tenancy; and
- a copy of the Landlord's Application for Dispute Resolution, filed February 3, 2014.

Analysis

I find that the landlord has established their claim in its entirety. The evidence noted above shows that the monthly rent was \$1100; the tenants paid a security deposit of \$550; the tenants vacated without proper notice; the landlord was unable to re-rent the unit for April 2014 and therefore lost revenue for that month; the landlord incurred costs for carpet cleaning; and the rental unit required cleaning after the tenants vacated.

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 \$1437.80. 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 \$887.80. 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 20, 2014

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Residential Tenancy Branch