



# 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 January 16, 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 January 21, 2014, 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 tenancy began on December 1, 2013 as a fixed term tenancy to end on December 1, 2014. Rent in the amount of \$2000 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 tenants in the amount of \$1000.

The landlord stated that on December 28, 2014 she was told that the tenants had vacated the rental unit the previous day. On December 28, 2014, the landlord entered the rental unit and observed that the carpets were clean at that time.

On December 30, 2014, neighbours informed the landlord that they had seen the tenants back at the rental unit. The landlord entered the unit on December 31, 2014 and found multiple urine stains on the carpets that were still wet. The landlord had the carpets professionally cleaned on that date.

The tenants apparently entered the rental unit again on December 31, 2014, and the landlord discovered oil and grease stains on other carpeted areas in the unit. The landlord had the carpets cleaned a second time.

The landlord stated that she was unable to re-rent the unit for January 2014 because she had received no notice that the tenants were moving out. The landlord has claimed lost revenue of \$2000 for January 2014, and \$175 for carpet cleaning.

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

- a copy of a residential tenancy agreement, signed by the landlord on November 2, 2013 and by the tenants on November 4, 2013, indicating the fixed term of one year, a monthly rent of \$2000 due on the first of each month and a \$1000 security deposit the tenants paid on November 15, 2013;
- written statements from neighbours who saw the tenants moving out and returning to the rental unit;
- photographs of the stained carpets; and
- invoices for carpet cleaning, indicating that the first cleaning was for “fresh urine stains” and the second was for “oil stains.”

### Analysis

I find that the landlord has established their claim for lost revenue and carpet cleaning costs. Upon consideration of the above-noted evidence and on a balance of probabilities, I accept the landlord's evidence that the tenants vacated without notice, that the tenants caused damage to the carpets and the carpets required cleaning, and the landlord was unable to re-rent the unit for January 2014.

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 \$2225. I order that the landlord retain the security deposit of \$1000 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1225. 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 9, 2014

