



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND 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 she individually served both of the tenants with the application for dispute resolution and notice of hearing by registered mail sent on February 13, 2014 to the forwarding address provided by the tenants. 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 18, 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 tenants first occupied the rental unit on February 18, 2012. The tenants entered into a second tenancy agreement that commenced on March 1, 2013 and was to end on March 1, 2014. Rent in the amount of \$1600 was payable in advance on the first day of each month. In February 2012, the landlord collected a security deposit from the tenants in the amount of \$800. The landlord and the tenants carried out a move-in inspection and completed a condition inspection report on February 18, 2012.

The tenants vacated the rental unit early, on January 27 or 28, 2014. The landlord and the tenants carried out a move-out inspection and completed a condition inspection report on January 31, 2014. In the report, the tenants provided their forwarding address in writing, and they authorized the landlord to retain \$160 for an unpaid water bill, \$30 for a fridge rebate and \$200 for repairs to the dining room floor.

The landlord has applied for compensation for the following items:

- 1) \$160 for a water bill, acknowledged by the tenant;
- 2) \$30 for a fridge rebate, acknowledged by the tenant;

- 3) \$1757.14 for repairs to the dining room floor, partially acknowledged by the tenant – the landlord received a quote for the least expensive replacement flooring and the cost to remove the old flooring and install the new flooring. The landlord provided photographs and a professional quote in support of this portion of her claim;
- 4) \$1600 for lost revenue for February 2014 – the tenants did not give written notice to vacate early, and only gave vague verbal notice. The landlord had to spend one month cleaning and repairing the unit, and she was unable to re-rent for February 2014;
- 5) \$160 for eight hours of cleaning, at \$20 per hour;
- 6) \$50.23 for broken blinds – the landlord stated that five of the blinds in the unit were so badly damaged that they had to be replaced;
- 7) \$42.51 to re-key the locks – the tenant failed to return all keys at the end of the tenancy;
- 8) \$23.51 for a damaged baseboard;
- 9) \$38.31 for a dishwasher fuse; and
- 10) \$174.74 for cleaning supplies and other items requiring replacement or repair.

In support of her claim, the landlord submitted copies of receipts, bills, quotes, photographs of damaged and dirty items, the move-in and move-out condition inspection report and the tenancy agreement.

Analysis

I find that the landlord has established their claim in its entirety. The evidence noted above shows that the tenants vacated the rental unit before the end of the fixed term, they damaged or left dirty several items in the rental unit and they did not return all of the keys. I accept the landlord's evidence that she attempted to mitigate the cost of repairing the dining room floor.

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

Conclusion

The landlord is entitled to \$4086.44. I order that the landlord retain the security deposit of \$800 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3286.44. 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: June 2, 2014

Residential Tenancy Branch

