



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR, MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent; for damage to the unit, site, or property; and to recover the RTB filing fee.

The landlord attended the teleconference hearing and gave affirmed evidence, however the tenant did not attend. The landlord gave evidence that she served the tenant with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on January 25, 2014. I find the tenant was properly served.

Issue(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord gave evidence that the tenancy started on September 25, 2012 and ended on January 5, 2014. During the tenancy, the tenant was obligated to pay \$800.00 rent monthly in advance on the first day of the month. The tenant also paid a security deposit of \$400.00 and a pet deposit of \$400.00.

The landlord gave evidence that the tenant vacated the rental property on January 4 or 5, 2014 and handed in the keys on January 5, 2014. The landlord's evidence is that the tenant left behind items including a bed frame, electronic equipment, and other odds and ends. The landlord gave evidence that move-out inspections were scheduled for January 11, 2014 and January 14, 2014 but the tenant did not show up for either.

The landlord seeks compensation totalling \$1,243.83 for cleaning, repair, removal costs, and strata fines. The landlord also seeks compensation for lost rental revenue of \$129.05 for the five days in January 2014 that the tenant occupied the rental unit.

The landlord provided photographs of the rental unit in support of her claim. The photographs confirm that the rental unit was left quite dirty and that various items were abandoned in the rental unit. The stove and oven are extremely dirty. The landlord gave evidence that the stove

was a self-cleaning model but it had apparently not been cleaned during the tenancy. The landlord obtained a replacement stove for \$150.00 and also paid \$80.00 to have the existing stove removed.

The landlord also gave evidence that the strata corporation issued two \$200.00 fines (totalling \$400.00) against the landlord because the tenant was excessively noisy.

The landlord's claim for cleaning, repair, and removal costs was supported by receipts. The landlord's claim included a \$35.34 amount for developing photographs of the rental unit in support of her claim.

Analysis

I find that the landlord is entitled to her \$129.05 claim for five days rent for the month of January 2014, since the tenant did not vacate the rental unit until January 5, 2014.

The Act only makes provision for a successful party to recover the cost of the RTB filing fee, and not other costs associated with the dispute resolution process. For that reason, I cannot grant the \$35.24 claim for photo development costs. I find the landlord is entitled to the remaining claim of \$1,208.49 for cleaning, repair, removal costs, strata fines, and the RTB filing fee.

The total amount due the landlord is \$1,337.54. I order that the landlord retain the security deposit of \$400.00 and the pet deposit of \$400.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$537.54. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for \$537.54. The landlord is also entitled to retain the security deposit and pet deposit.

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 03, 2014

Residential Tenancy Branch

