



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR; MNR; MNDC, FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for damages, unpaid rent and loss of revenue; and to recover the cost of the filing fee from the Tenant.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that he personally served the Tenant with the Notice of Hearing documents at the rental unit on May 15, 2014.

Based on the Landlord's affirmed testimony, I am satisfied that the Tenant was duly served with the Notice of Hearing documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

Preliminary Matter

At the outset of the Hearing, the Landlord stated that the Tenant moved out of the rental unit on or about May 20, 2014. He stated that he did not serve the Tenant with his documentary evidence because she moved without providing a forwarding address. The Landlord understood that he would have to serve the Tenant with any Monetary Order that may arise from this application, but he wished to proceed with his Application at this time. I advised the Landlord that I would not consider his documentary evidence, but would take his oral testimony with respect to his application.

The Landlord also stated that he no longer wishes to proceed with his request for loss of revenue for the month of July, 2014, because he re-rented the rental unit effective July 1, 2014.

The Landlord's request for an Order of Possession was dismissed, as he has taken back possession of the rental unit.

Issues to be Decided?

- Is the Landlord entitled to a monetary award for unpaid utilities, the cost of cleaning the rental unit at the end of the tenancy, unpaid rent for the month of May, 2014 and loss of revenue for the month of June, 2014?

Background and Evidence

The Landlord gave the following testimony:

Monthly rent was \$1,200.00, due the first day of each month. Utilities were not included in the rent. The Tenant paid a security deposit in the amount of \$600.00 at the beginning of the tenancy.

The Landlord stated that the rental property contained two suites and that the utilities were shared 60/40 between the other occupant and the Tenant. He stated that the Tenant's share of the utilities was 40%, or \$300.00 per month. The Landlord testified that the Tenant owes \$600.00 in outstanding utilities.

The Landlord stated that the Tenant was late paying rent in May, 2014, so he issued a 10 Day Notice to End Tenancy for Unpaid Rent and served the Tenant with the Notice on May 5, 2014. The Landlord testified that the Tenant paid May's rent on May 8, 2014, but that his bank reversed the transaction on May 13, 2014.

The Landlord stated that the Tenant left the rental unit very dirty and full of garbage and discarded possessions. He said that he could not re-rent the rental unit for June 1, 2014, because the Tenant abandoned the rental unit on May 20, 2014, and the Landlord had to make it suitable for showing to potential tenants.

The Landlord asked if he could keep the security deposit and apply it against his monetary award.

Analysis

I accept that the Landlord's undisputed affirmed testimony with respect to unpaid rent. I find that the Landlord is entitled to a monetary award for unpaid rent for the month of May, 2014, in the amount of \$1,200.00. The Tenant paid May rent on May 8, 2014, and I find that it was reasonable for the Landlord to assume that the tenancy would continue. I accept the Landlord's undisputed affirmed testimony that he discovered that the Tenant had moved out of the rental unit on or about May 20, 2014, and that the Tenant had left the rental unit dirty and unsuitable for showing to prospective tenants. Therefore, I allow the Landlord's claim for loss of revenue for the month of June, 2014, in the amount of \$1,200.00.

I find that the Landlord provided insufficient evidence to prove his claim for unpaid utilities in the amount of \$600.00. This portion of his claim is dismissed without leave to reapply.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of his monetary award.

The Landlord has been successful in his application and I find that he is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent and loss of revenue	\$2,400.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$2,450.00
Less security deposit	<u>- \$600.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,850.00

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of **\$1,850.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: July 25, 2014

Residential Tenancy Branch

