



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MND, MNSD, 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. *Despite having been served with the application for dispute resolution and notice of hearing by * on *, the tenants did not participate in the conference call hearing. OR Both parties participated in the conference call hearing.*

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's undisputed testimony is as follows. The tenancy began on March 16, 2013 and ended on January 20, 2014. The tenancy was to be for a one year fixed term scheduled to end on March 31, 2014. The tenants were obligated to pay \$1850.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$922.50 security deposit which was awarded to the landlord in a previous hearing. A condition inspection report was conducted with the tenants at move in. The tenants vacated the unit without notice and did not participate in a move out condition inspection report. The landlord did not conduct a move out condition inspection report.

I address the landlord's claims and my findings around each as follows.

First Claim – The landlord is seeking \$1727.90 for new carpet and installation, \$340.00 to repair the ceiling, \$131.25 to repair a broken lock, \$350.00 for suite cleaning, and \$250.00 to replace a folding door. The landlord submitted some photos and receipts for this claim. The landlord has provided sufficient evidence to support this claim and I grant the landlord \$2799.15.

Second Claim – The landlord is seeking \$4382.70 for general suite repairs, labour and supplies. The landlords submitted an estimated breakdown of costs for general suite repairs in the amount of \$4382.70 but have not undertaken those repairs at this time. As the landlord is premature in this claim, I must dismiss this portion of their application with leave to reapply.

Third Claim – The landlord is seeking \$925.00 loss of revenue for half the month of April 2014. The landlord stated that they were proceeding on their counsel's instructions. The tenancy agreement was to end on March 31, 2014. The tenants moved out in late January 2014. The landlords have already been awarded the loss of revenue and unpaid rent that they are entitled to. The landlord has not provided any basis as to why they are entitled to a loss of revenue for half the month of April 2014. Based on the above I dismiss this portion of their application.

As the landlord has been only partially successful in this application I find that they are entitled to only half of the filing fee and award them \$50.00.

Conclusion

The landlord has established a claim for \$2849.15. I grant the landlord an order under section 67 for the balance due of \$2849.15. 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: August 25, 2014

Residential Tenancy Branch

