



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Connaught Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNR, 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 registered mail on April 16, 2014, the tenants did not participate in the conference call hearing. The landlord gave affirmed evidence.

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 April 1, 2013 for a fixed term of one year however the tenant moved out "late December 2013" The tenants were obligated to pay \$800.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$400.00 security deposit. Condition inspection reports at move in and move out were conducted.

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

First Claim – The landlord is seeking unpaid rent for the month of December 2013 and loss of revenue for the months of January and February. The landlord made numerous attempts to rent the suite by advertising in the local paper and the internet. The landlord submitted documentation to support their claim. Based on the evidence before me and in the absence of any disputing evidence from the tenant I find that the landlord is entitled to \$2400.00.

Second Claim – The landlord is seeking the recovery of costs to clean the unit, shampoo carpets, replace window blinds, replace smoke detector, replace missing keys, and remove garbage in the amount of \$812.70. The landlord submitted documentation to support their claim. Based on the evidence before me and in the absence of any disputing evidence from the tenant I find that the landlord is entitled to \$812.70.

The landlord advised that she wish to withdraw her claim for hydro, gas and liquidated damages; accordingly I dismiss that portion of the landlords' application.

The landlord is entitled to the recovery of the \$50.00 filing fee.

Conclusion

In summary, the landlord has been successful in the following claims:

Unpaid Rent	\$800.00
Loss of Revenue	\$ 1600.00
Cleaning, repairs, misc	\$812.70
Filing Fee	\$50.00
	\$
	\$
Total:	\$3262.70

The landlord has established a claim for \$3262.70. I order that the landlord retain the \$400.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2862.70. 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 14, 2014

Residential Tenancy Branch

