



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This is an application for a Monetary Order for \$18,047.20 and a request to retain the full security deposit of \$1000.00 towards the claim.

The applicant has provided proof that the respondents were all served with notice of this hearing, by a process server on July 26, 2014, and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing and I proceeded with the hearing in the respondents absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the applicant established a monetary claim against the respondents and if so in what amount?

Background and Evidence

This tenancy began on September 1, 2013 for a fixed term ending on May 31, 2014, and with a monthly rent of \$2000.00.

The landlord holds a security deposit of \$1000.00.

The tenants vacated the rental unit on February 27, 2014 prior to the end of the lease.

The tenants left the rental unit with excessive damage and in need of extensive cleaning and repairs.

The tenants left rent outstanding and as a result of the need for extensive repairs the landlord also lost the rental revenue for the remainder of the lease.

The landlords also had outstanding utility costs not paid during the tenancy, and utility costs needed while repairs were being done.

The landlord is requesting a monetary claim as follows:

Rent outstanding at the end of the tenancy	\$930.00
3 months Lost rental revenue	\$5205.00
Advertising to re-rent	\$81.06
Extensive cleaning and repairs	\$9217.97
Utility costs	\$2513.17
Filing fee	\$100.00
Total	\$18047.20

Analysis

I have reviewed the landlord's evidence, and it is my finding that the landlord has met the burden of proving her full claim.

The landlord has shown that there was \$930.00 in rent outstanding at the end of the tenancy.

The landlord has also shown that she lost a total of \$6000.00 in lost rental revenue and therefore I allow her reduced claim of \$5205.00.

I also allow the claim for utility costs, as the tenants were required to pay their own utilities and failed to do so, plus the landlord had to pay utilities to the rental unit well repairs were being done and to the end of the lease.

I also allow the landlords claim for advertising to attempt to re-rent the unit.

And after reviewing all the photo and documentary evidence I also allow the full amount claimed for cleaning and repairs, as this rental unit was left in a deplorable condition.

I did question the landlords claim for meals and gasoline; however it's my finding that the landlord has shown that she had family members doing an extensive amount of work for her at no charge other than the cost of meals and gasoline for the vehicle used for the repairs, and I therefore find this to be a very reasonable charge.

I further allow the request for recovery of the \$100.00 filing fee.

Conclusion

I have allowed the landlords full claim of \$18,047.20 and I therefore order pursuant to section 38 of the Residential Tenancy Act that the landlord may retain the full security deposit of \$1000.00 and pursuant to section 67 of the Residential Tenancy Act I have issued a Monetary Order in the amount of \$17,047.20.

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: September 17, 2014

Residential Tenancy Branch

