



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ALI-FATIMA ENTERPRISES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MND, MNR, MNSD, MNDC, FF

Introduction

This was an application by the landlord for a monetary order and to retain the security deposit in partial satisfaction of the monetary claims. The hearing was conducted by conference call.

The landlord participated in the hearing. The tenant did not attend although served with the application and Notice of Hearing sent by registered mail on July 07, 2014, along with the landlord's package of evidence provided into this hearing. The landlord provided proof of mail registration including the tracking number for the mail and that it was received July 09, 2014. I found the tenant was served in accordance with Section 89 of the Act. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amount claimed?

Background and Evidence

The undisputed testimony and evidence of the landlord is that the tenancy started March 01, 2014 and ended June 02, 2014. Rent payable under the tenancy agreement was \$1400.00 per month for an unfurnished unit, although the landlord claims that the parties agreed the tenancy also included the use of the landlord's 50 inch television, and a set of *pots and pans*. At the outset of the tenancy the landlord collected a security deposit of \$700.00 which they retain in trust. At the end of the tenancy the

landlord claims they attempted to conduct a condition inspection with the tenant but the tenant allegedly failed to co-operate with efforts to do so. As a result the landlord conducted their own unrecorded inspection; however, took a series of photographs of the unit as submitted into evidence.

The landlord provided a copy of the tenant's Notice to End dated May 05, 2014 signed by the tenants stating their last day of tenancy was to be May 31, 2014. However, the landlord claims that the tenants did not complete their move and provided the keys to the unit until June 02, 2014. The landlord claims that despite the tenant's late notice to vacate, they were successful in finding a new tenant for June 01, 2014, but upon viewing the unit at the start of June 2014, the new tenant and landlord found the unit was left unclean and damaged, and as a result the new tenant declined to accept possession of the unit.

The landlord presented that the tenant caused damage to the rental unit bathroom cabinetry and blinds, left the stove oven, carpets, and bathroom unclean; and took the 5 year old 50 inch television and the set of pots and pans. The landlord claimed lost rent revenue of \$1400.00 for June 2014. The landlord also claimed for cleaning costs of \$300.00, \$350.00 for repairs to the unit, \$210.00 for cleaning carpets and stains, \$300.00 for unpaid utilities, \$300.00 for the taken pots and pans, and \$1231.84 for the taken 50 inch television. The landlord provided photographs of the claimed damage and state of the unit at the end of the tenancy, as well as receipts for the repairs, carpet cleaning, and general cleaning. In addition the landlord provided a current estimate for a refurbished 50 inch HD DLP television purportedly similar to the one taken by the tenants, for \$1231.84.

Analysis

In the absence of written notice to vacate as per Section 45 of the Act I accept the landlord's testimony that despite the late notice to vacate the landlord found a new tenant for the month following, but ultimately to no avail as the rental unit was left in a compromised condition by the outgoing tenants. As a result, I find the landlord is owed lost rent revenue for June 2014 in the amount of **\$1400.00**.

I accept the landlord's testimony and documentary evidence submitted as establishing that they incurred the amounts claimed for repairs and cleaning in the aggregate amount of **\$670.00**. I also find the landlord has provided evidence to support their claim for the taken television, which I find has been sufficiently mitigated given that their

estimate is for a refurbished item. I grant the landlord **\$1231.84** for the missing television.

The landlord has not provided evidence to support their claim for unpaid utilities, or for the missing pots and pans. As a result these portions of the landlord's claim are **dismissed**.

The landlord is entitled to recover the \$50 filing fee paid for their application. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Loss of revenue – June 2014	\$1400.00
repairs and cleaning	670.00
Compensation for taken 50 inch television	1231.84
Filing fee for the cost of this application	50.00
<i>Less Security Deposit</i>	<i>-700.00</i>
Total Monetary Award to landlord	\$2651.84

Conclusion

I Order that the landlord retain the security deposit of \$700.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$2551.84**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: November 19, 2014

Residential Tenancy Branch

