



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, MND, MNR, FF

Introduction

This hearing dealt with cross applications. The tenant filed an application seeking the return of her security deposit. The landlord filed an application seeking a monetary order and an order to retain the security deposit in partial satisfaction of the claim. I am satisfied that the parties duly served each other of their claims in accordance with Section 89 of the Act. The landlord participated in the hearing, the tenant did not. At the start of the hearing I introduced myself to the participant.

The hearing process was explained, evidence was reviewed and the parties were provided an opportunity to ask questions about the hearing process. The parties were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony and to make submissions during the hearing. The landlord submitted documentary evidence for this hearing, the tenant did not. The landlord satisfied me that he had provided a copy of all evidence to the tenant by way of registered mail on September 9, 2014 in accordance with the Act. The hearing proceeded in the tenants' absence.

Issue to be Decided

Is either party entitled to a monetary order as claimed?

Background, Evidence and Analysis

As the tenant chose not to dial in to the hearing or submit any documentary evidence for consideration, I hereby dismiss the tenants' application in its entirety.

The landlord's undisputed testimony is as follows. The tenancy began on August 1, 2013 and ended on July 31, 2014. The tenants were obligated to pay \$1300.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$650.00 security deposit. Condition inspection reports were conducted at move in and move out.

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

Landlords First Claim – The landlord is seeking \$220.00 for drywall repair, \$80.00 for electrical repairs, \$20.14 for painting supplies, \$333.14 for blinds, locks, and cleaning supplies, \$380.00 for painting the unit, and \$573.93 for carpet replacement for a total of \$1607.21. The landlord stated that the unit was newly renovated prior to the tenant moving in. The landlord submitted receipts to support his claim as well as the condition inspection report signed by the tenant acknowledging the damage and accepting responsibility. Based on the above and in the absence of any disputing evidence from the tenant I find that the landlord is entitled to \$1607.21.

Landlords Second Claim – The landlord stated that due to the poor condition of the unit after the tenant moved out; he was unable to rent the unit and incurred a loss of revenue of \$1300.00. The landlord stated that the unit was not ready for viewings until August 15, 2014. The landlord stated that he used social media, the internet, and local advertisements to try to rent the unit for August but to no avail. Based on the above and in the absence of any disputing evidence from the tenant, I find that the landlord is entitled to \$1300.00 for loss of revenue.

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

Conclusion

The landlord has established a claim for \$2957.21. I order that the landlord retain the \$650.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2307.21. 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: March 24, 2015

Residential Tenancy Branch

