



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Harob Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing them to regain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing sent via registered letter on September 17, 2015, the tenant did not participate in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on June 1, 2014 and the tenant was obligated to pay \$1,150.00 each month in rent. The tenant failed to pay rent in the month of August 2014, the landlord served him with a 10 day notice to end tenancy for unpaid rent (the "Notice") and the landlord obtained an order of possession and a monetary order for unpaid August rent. The landlord served the orders on the tenant on September 11 and on September 15, filed this claim. On October 6, the landlord removed the tenant's belongings from the rental unit and after cleaning the unit, advertised the unit. The landlord was unable to re-rent the unit until November 1.

The landlord seeks to recover lost income for the months of September and October 2014 as well as the cost of painting and cleaning the unit. The agent who appeared at the hearing had no knowledge of the condition of the unit at the end of the tenancy and the landlord did not submit copies of a condition inspection report or photographs to show the condition of the unit.

### Analysis

I accept the landlord's undisputed testimony and I find that the tenant failed to vacate the rental unit in accordance with the Notice to end tenancy which was served on him in August and

further failed to vacate the unit pursuant to the order of possession which I find he received on September 14, 3 days after it was posted to the door of the rental unit.

I find that the tenant's failure to vacate the unit in accordance with the Notice and the order of possession caused the landlord to lose rent for the months of September and October. I am satisfied that the landlord acted reasonably to re-rent the unit. I award the landlord \$1,150.00 for each of the months of September and October.

The landlord provided no evidence to corroborate their claim that the rental unit had to be painted and cleaned. In fact, the landlord made this claim before the tenancy had ended and I cannot imagine how the landlord would have known at that time the condition in which the tenant would leave the rental unit. I find that the landlord has not proven that the tenant left the rental unit in an unreasonably unclean or damaged state and I dismiss the claim for the costs of cleaning and painting.

As the landlord has been substantially successful in their claim, I find they are entitled to recover the cost of the filing fee paid to bring this application and I award them \$50.00.

The landlord has been awarded a total of \$2,350.00 and I grant the landlord a monetary order under section 67 for that sum. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court. The landlord's agent who appeared at the hearing was uncertain as to whether or not the tenant had paid a security deposit. If the landlord is holding a security deposit, they may apply that deposit to the amount owing which will serve to reduce the amount of the order which is enforceable through the court.

### Conclusion

The landlord is granted a monetary order for \$2,350.00.

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: April 13, 2015

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Residential Tenancy Branch

