



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord for a monetary order and to retain the security deposit of the tenancy in partial satisfaction of the claim and to recover the filing fee. 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 October 15, 2014. The landlord provided proof of mail registration including the tracking numbers for the mail. The landlord testified they sent all of the evidence for this hearing to the tenant. The landlord was given opportunity to be heard, present evidence and 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 document evidence of the landlord is that the tenancy started October 23, 2013 as a fixed term tenancy agreement with an end date of October 31, 2014. At the outset of the tenancy the landlord collected a security deposit of \$387.50 retained in trust. Rent payable was \$775.00 per month. On September 26, 2014 the tenant verbally notified the landlord they were vacating and did so on September 29, 2014. At the end of the tenancy the landlord and tenant mutually arranged for a move out inspection but the tenant notified the landlord they would not attend the inspection. The landlord conducted an inspection and attended to the requisite report – included into evidence. The landlord claims the tenant left the unit unclean along with a quantum of refuse which required disposal. In addition the

carpeting required cleaning in accordance with the tenancy agreement. The landlord provided receipts for the cleaning and removal of refuse. In addition the landlord provided evidence that the tenant owed rent for May 2014 in the amount of \$52.50 in addition of \$25.00 late payment of rent charge as per the tenancy agreement. The landlord further seeks loss of revenue for the month of October 2014 as the landlord was not given sufficient opportunity to attract a new tenancy given the tenant's illegal notice to end the tenancy. The landlord provided proof that they made effort through advertisement of the unit as of October 02, 2014, to no avail. The landlord's claim is as follows:

Unpaid rent for May 2014	\$ 52.50	
Late charge May 2014	\$ 25.00	
Loss of revenue October 2014	\$775.00	
Carpet cleaning	\$ 78.75	
Cleaning	\$ 37.50	
Garbage/refuse removal	\$ 43.60	total of \$ 1012.35

Analysis

I accept the landlord's testimony and documentary evidence submitted as establishing that they incurred the amounts claimed and that they are entitled to compensation in the amount of \$1012.35. The landlord is further entitled to recover the \$50.00 filing fee paid for their application for a total award of **\$1062.35**.

Conclusion

I Order that the landlord retain the deposit of \$387.50 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$674.85**. 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: May 26, 2015

Residential Tenancy Branch

