



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MND, MNSD, FF, O

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession and a monetary order for unpaid rent or utilities; for a monetary order for damage to the unit, site or property; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, despite being served with the Landlord Application for Dispute Resolution and notice of this hearing on February 25, 2015 by registered mail, no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord's agent. The landlord's agent testified that the tenant was served on that date and in that manner and has provided a copy of a Canada Post cash register receipt as well as both sides of a Registered Domestic Customer Receipt, both bearing that date, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony of the landlord's agent has been reviewed and is considered in this Decision.

During the course of the hearing, the landlord's agent withdrew the application for an Order of Possession for unpaid rent or utilities.

Issue(s) to be Decided

The issues remaining to be decided are:

- Has the landlord established a monetary claim as against the tenant for unpaid rent?
- Has the landlord established a monetary claim as against the tenant for damage to the unit, site or property?
- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord's agent testified that this fixed term tenancy began on September 20, 2013 and was to expire after one year, however the tenant moved out of the rental unit on March 30 or 31, 2014 without notice to the landlord.

Rent in the amount of \$800.00 per month was payable in advance on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$400.00 which is still held in trust by the landlord and no pet damage deposit was collected.

The landlord's agent further testified that the tenant failed to pay rent in full for the month of February, 2014, owing \$200.00 and didn't provide any notice to end the tenancy, however found the rental unit vacant on March 31, 2014. The landlord commenced advertising the rental unit on March 31, 2014 in the local newspaper and on on-line advertising website, and the rental unit was re-rented on May 1, 2014. The landlord claims \$800.00 for loss of revenue for April, 2014.

The tenant did not provide a forwarding address in writing but the parties had a dispute resolution hearing in July, 2014, which settled, and the tenant was represented by an agent who gave the landlord's agent an address for the tenant, which is where the landlord served the tenant with notice of this hearing. The registered mail has not been returned to the landlord.

A move-in condition inspection report had been completed at the commencement of the tenancy, a copy of which has been provided dated September 26, 2013. A move-out condition inspection report has also been provided, dated March 31, 2014 which is signed by the landlord and the tenant. The landlord's agent wrote the tenant's forwarding address on the form after receiving it from the tenant's representative.

The landlord claims \$75.00 for cleaning the apartment and has provided a receipt. Also claimed is \$100.00 for removal of furniture and other large items left behind by the tenant and a receipt for that has also been provided. The landlord also claims \$160.00

for spraying the rental unit for fleas from the tenant's cat, which had to be done before the cleaner would clean the rental unit, however no receipt has been provided.

The landlord claims \$200.00 for rental arrears for February, 2014, \$800.00 for loss of revenue for April, 2014 rent, \$75.00 for cleaning the rental unit, \$100.00 for removal of furniture, \$160.00 for flea extermination and \$50.00, recovery of the filing fee, and \$50.00 for recovery of the filing fee from the hearing in July, 2014, for a total of \$1,435.00, and an order permitting the landlord to keep the security deposit in partial satisfaction.

Analysis

In the absence of any evidence to the contrary, I accept the testimony of the landlord's agent that the tenant owes \$200.00 for rent for the month of February, 2014. I am also satisfied that the landlord is entitled to loss of revenue for the month of April, 2014 because the tenant did not provide any notice to the landlord and re-renting within a month of discovering that the tenant had moved out prior to the end of the fixed term is not unreasonable.

With respect to damages, I have reviewed the move-in and the move-out condition inspection reports and I am satisfied that the landlord has established a claim in the amount of \$75.00 for cleaning and \$100.00 for furniture removal. However, I am not satisfied that the cost of fumigating for fleas has been made out and I dismiss that portion of the landlord's application.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the filing fee. However, I cannot award a filing fee from a previous hearing having not heard the merits of the case.

I order the landlord to keep the \$400.00 security deposit in partial satisfaction of the claim and I grant a monetary order in favour of the landlord for the difference in the amount of \$825.00.

Conclusion

For the reasons set out above, the landlord's application for an Order of Possession is hereby dismissed as withdrawn.

I hereby order the landlord to keep the \$400.00 security deposit, and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$825.00.

This order is final and binding and may be enforced.

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 21, 2015

Residential Tenancy Branch

