



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Estates Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that they served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on November 14, 2014. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on November 19, 2014, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on February 9, 2014. Rent in the amount of \$1295.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$647.50.

On October 2, 2014 the tenant gave the landlord written notice that he intended to vacate the rental unit on October 31, 2014. The landlord stated the tenant agreed to do a move-out inspection on October 31, 2014, but he did not appear for the inspection or contact the landlord about it.

The landlord stated that on November 3, 2014 the tenant returned his keys and left his forwarding address in writing. The landlord stated that when they entered the unit on November 4, 2014 they saw that the tenant had not cleaned or removed garbage, and one heat lamp and two lightbulbs needed to be replaced.

The landlord stated that on October 8, 2014 they began advertising the unit to re-rent; however, they were unable to re-rent the unit for November 2014.

The landlord has claimed the following compensation:

- 1) \$1295.00 in lost revenue for November 2014;
- 2) \$70.00 for carpet cleaning;
- 3) \$42.00 for drapes cleaning;
- 4) \$90.00 for oven and refrigerator cleaning;
- 5) \$28.50 for general cleaning;
- 6) \$200.00 for garbage removal; and
- 7) \$20.00 for replacement of the heat lamp and lightbulbs.

In support of their claim, the landlord submitted evidence including the following:

- a copy of a residential tenancy agreement, signed by the tenant and the landlord on February 7, 2014, indicating a monthly rent of \$1295.00 due on the first of each month;
- proof of advertising to re-rent the unit;
- a copy of the tenant's notice to vacate;
- invoices for cleaning and garbage removal;
- photographs showing the condition of the unit after the tenant vacated; and
- a copy of the Landlord's Application for Dispute Resolution, filed November 10, 2014.

Analysis

I find that the landlord has established their claim for \$1745.50. The evidence noted above shows that the tenant gave late notice to vacate; the landlord took reasonable steps to attempt to re-rent the unit as soon as possible; the tenant did not clean the unit after vacating; and the landlord incurred costs to clean the unit and remove garbage.

As the landlord's application was successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$1795.50. I order that the landlord retain the security deposit of \$467.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1328.00. 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: June 17, 2015

Residential Tenancy Branch

