



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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 tenants did not call into the hearing. The landlord submitted evidence that they served the tenants with the application for dispute resolution and notice of hearing by registered mail sent on October 16, 2014. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenants were deemed served with notice of the hearing on October 21, 2014, and I proceeded with the hearing in the absence of the tenants.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on February 1, 2012. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$400.00. On November 24, 2013 the landlord gave the tenants notice that their rent would increase from \$800.00 to \$850.00 commencing March 1, 2014.

On September 5, 2014 the tenants gave the landlord written notice of their intention to vacate the rental unit on October 5, 2014. The landlord stated that on October 8, 2014 he began advertising the unit to re-rent; however, he was unable to re-rent for the month of October 2014.

The landlord stated that the tenants did not want to do the move-out inspection with the landlord. The landlord stated that the tenants had done damage to the rental unit and had not cleaned it. They also failed to replace several light bulbs.

The landlord has claimed the following compensation:

- 1) \$850.00 in lost revenue for October 2014;
- 2) \$2310.00 estimated cost, including GST, for fixing and painting the suite – the landlord submitted an estimate for this work and photographs of the damage. The landlord stated that they ultimately did the cleaning and repairs themselves, and it cost them nearly \$3000.00 just for this work;
- 3) \$131.25, estimated cost, including GST, for carpet cleaning – the landlord stated that in fact the carpet cleaning cost \$309.00; and
- 4) \$46.10 for light bulbs – the landlord submitted a receipt for this amount.

### Analysis

Upon examination of the evidence and on a balance of probabilities, I find as follows.

I accept the landlord's evidence that though they took reasonable steps to mitigate their loss, they were unable to re-rent the unit for October 2014. However, the notice of rent increase that the landlord served on the tenant is not valid, as it increased the rent beyond the prescribed amount. The rent therefore remained at \$800.00 per month, and the landlord is entitled to \$800 in lost revenue for October 2014, not \$850.00.

I accept the evidence of the landlord that the unit required cleaning, painting, repairs, carpet cleaning and replacement light bulbs, and I grant the landlord the amounts claimed for this work, totalling \$2487.35.

As the landlord's application was successful, they are also entitled to recovery of the \$50.00 filing fee for the cost of this application.

### Conclusion

The landlord is entitled to \$3337.35. I order that the landlord retain the security deposit of \$400 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2937.35. 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 10, 2015

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Residential Tenancy Branch

