



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 was the hearing of an application by the landlord for a monetary award and for an order to retain the tenant's security deposit in partial satisfaction of the monetary award. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not attend, although she was personally served with the application, Notice of hearing and landlord's evidence on or about November 13, 2014.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Is the landlord entitled to retain the tenant's security deposit in partial satisfaction of a monetary award?

Background and Evidence

The rental unit is a strata title apartment in Vancouver. The landlord testified that there is a written tenancy agreement, but she did not provide a copy as part of her evidence. The tenancy began September 1, 2012. The monthly rent was \$1,500.00. The tenant paid a security deposit of \$400.00 at the start of the tenancy. The landlord requested a further payment to bring the deposit to a half-month's rent, but the tenant did not pay the balance of the deposit during the tenancy.

The tenant gave notice to move out effective October 31, 2014. The landlord testified that the tenant moved out on or about November 5, 2014. According to the landlord the tenant paid rent for October, but failed to pay the full rent for September, leaving \$500.00 outstanding. The landlord filed her application for dispute resolution on November 12, 2014. She claimed unpaid rent for September and loss of rental income for November. The landlord submitted a large quantity of photographs of the rental unit taken after the tenant moved out. According to the landlord they showed damage

caused by the tenant. The landlord submitted some quotes for cleaning, disposal and repairs as part of her documentary evidence, but the cleaning and repairs had not been performed when she filed her application and she has not submitted additional evidence, although she testified at the hearing that since she filed this claim, the work has been done and she has invoices for the completed work.

Analysis

I allow the landlord's claim for unpaid rent for September in the amount of \$500.00. Based on the supplied evidence, I find that the tenant failed to vacate the unit on October 31st and left the rental unit dirty, damaged and unfit to be re-rented for the month of November. I allow the landlord's claim for November rent in the amount of \$1,500.00. All other claims by the landlord for the costs of cleaning, repairs and disposal are dismissed with leave to reapply.

Conclusion

The total award to the landlord is the sum of \$2,000.00. I order that the landlord recover \$50.00 of the \$100.00 filing fee paid for her application, for a total award of \$2,050.00. I order that the landlord retain the security deposit of \$400.00 in partial satisfaction of this award and I grant the landlord an order under section 67 in the amount of \$1,650.00. this order may be registered 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 25, 2015

Residential Tenancy Branch

