



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Century 21 Kootenay Homes Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

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 January 30, 2015. 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 February 4, 2015, 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 April 15, 2014 as a fixed-term tenancy to end on April 30, 2015. Rent in the amount of \$900.00 was payable in advance on the first day of each month. At the outset of the tenancy, the tenants paid the landlord a security deposit of \$450.00 and a pet deposit of \$450.00.

The landlord stated that on October 10, 2014 they received a note from the tenants, in which the tenants indicated that they were planning to vacate the rental unit. The landlord stated that they were not sure what date the tenants vacated, and they declined to participate in a move-out inspection. The landlord stated that after the tenants vacated the rental unit was not cleaned and had sustained considerable damage, particularly from the tenant's pet. The landlord stated that they lost revenue for November 2014 and the first four days of December 2014. The landlord also claimed \$340.35 for cleaning and supplies; \$178.50 for repairs; and \$167.95 to replace a light fixture.

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

- a copy of a residential tenancy agreement, indicating a monthly rent of \$900 due on the first of each month;
- written and electronic communications between the landlord and the tenants;
- photographs of the dirty and damaged rental unit after the tenants vacated;
- invoices for cleaning, repairs and supplies; and
- a copy of the Landlord's Application for Dispute Resolution, filed January 27, 2015.

Analysis

I find that the landlord has established their monetary claim in its entirety. The evidence noted above shows that the tenants vacated the rental unit before the end of the fixed term; the landlord attempted to schedule a move-out inspection but the tenants did not attend; and the landlord incurred costs as a result of the tenants' failure to clean and repair the rental unit. I also find that the landlord took reasonable steps to mitigate lost revenue.

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 \$1752.93. I order that the landlord retain the security and pet deposits of \$900.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$852.93. 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: August 20, 2015

Residential Tenancy Branch

