



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD MNDC FF

Introduction

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

At the outset of the hearing the landlord stated that the tenant had vacated the rental unit. I therefore dismissed the portion of the application regarding an order of possession.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that he served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on July 7, 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 July 12, 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 August 1, 2011. At the time of the landlord's application, rent of \$1700.00 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 \$800.00. The landlord stated that the tenant had failed to pay full rent for several months, and in mid-July 2015 the tenant told the landlord that he was moving out on August 1, 2015.

The landlord stated that the tenant vacated the rental unit on August 1, 2015 but the unit was badly damaged by the tenant's pet and it is still being repaired, so the landlord has been unable to re-rent the unit. The landlord has claimed \$7,200.00 in unpaid rent and lost revenue.

Analysis

I have reviewed all evidence and I find that the landlord is entitled to the monetary claim in its entirety. The landlord provided a breakdown of the outstanding rent and lost revenue, and I accept the landlord's testimony that he has been unable to re-rent the unit for August 2015 because the tenant's pet badly damaged the unit and it requires repairs.

As his application was successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of his application.

Conclusion

The landlord is entitled to \$7,300.00. I order that the landlord retain the security deposit of \$800.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$6,500.00. 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: August 20, 2015

Residential Tenancy Branch

