



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

MND MNR MNSD MNDC FF SS

### 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 provided evidence to establish that on June 21, 2015 he personally served the tenant with the application for dispute resolution and notice of hearing by registered mail. I accepted the landlord's evidence that the tenant was served with notice of the hearing on June 21, 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 1, 2013. Rent in the amount of \$1,100.00 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 \$550.00. At the outset of the tenancy the landlord and the tenant carried out a move-in inspection and filled out the condition inspection report.

The tenant did not pay rent for July or August 2013, and on August 2, 2013 the landlord served the tenant with a notice to end tenancy for unpaid rent. The tenant vacated the rental unit on August 13, 2013. The landlord attempted to schedule a move-out inspection with the tenant, but she did not attend. On August 31, 2013 the tenant gave the landlord written authorization to keep the security deposit for cleaning and outstanding rent.

The landlord provided extensive evidence to show that the tenant left the rental unit in a damaged and extremely dirty condition. The landlord stated that the fridge was full of rotting food, and there were 70 to 80 bags of garbage on the back deck. The landlord stated that he did repairs and replacements at a minimal cost. The landlord stated that he was unable to re-rent the unit for September 2013 due to the condition of the unit.

The landlord has claimed the following costs:

- 1) \$3,300.00 for unpaid rent and lost revenue for July, August and September 2013;
- 2) \$754.16 for replacement locks, doors, blinds, light switches and other small damaged or missing items;
- 3) \$1184.62 for cleaning services; and
- 4) \$70.75 for dumping and eco fees.

On the application form the landlord indicated that he was claiming an additional \$15.00 but he did not specify how that cost was incurred. I therefore did not consider that amount.

### Analysis

I find that the landlord has established their claim for compensation. I am satisfied that the tenant failed to pay rent for July or August 2013 and the landlord lost revenue for September 2013 due to the dirty, damaged condition of the unit. I am satisfied that it was necessary for the landlord to incur the costs claimed to clean and repair the unit to a satisfactory condition.

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

### Conclusion

The landlord is entitled to \$5,409.53. I order that the landlord retain the security deposit of \$550.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$4,859.53. 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: September 4, 2015

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Residential Tenancy Branch

