



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MND; MNDC, MNSD; FF

Introduction

This Hearing was scheduled to consider the Landlord's Application for Dispute Resolution seeking a Monetary Order for damages; compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of its monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were mailed to the Tenant, via registered mail, to the Tenant's forwarding address on May 15, 2015. The Landlord provided a copy of the registered mail receipt and tracking numbers in evidence.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence. The teleconference remained open for 20 minutes.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

The Landlord's agent gave the following testimony:

- This tenancy began on April 1, 2014. Monthly rent was \$795.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$398.00 and a pet damage deposit in the amount of \$200.00, which the Landlord is holding pending outcome of this Hearing.

- The Tenant moved out of the rental unit on or about April 30, 2015, without providing the Landlord with notice to end the tenancy.
- On July 23, 2015, the parties attended a teleconference on the Tenant's application. The Tenant had applied for a monetary order and other orders, as well as return of the security and pet deposit. The arbitrator awarded the Tenant a monetary award and declined to hear matters pertaining to the Tenant's request for return of the security and pet deposits. The arbitrator further ordered that disbursement of the deposits be determined by the Landlord's application scheduled to be heard on October 1, 2015.
- The Landlord re-rented the rental unit effective June 1, 2015. The Landlord seeks loss of revenue for the month of May, 2015.
- The Tenant did not clean the rental unit at the end of the tenancy. The Landlord seeks to recover cleaning costs in the amount of \$265.00 from the Tenant. The Landlord provided photographs and a copy of the Condition Inspection Report in evidence.

Analysis

Based on the documentary evidence and undisputed affirmed testimony of the Landlord's agent, I find that the Landlord has established its monetary claim.

I am satisfied that the Tenant did not provide due notice to end the tenancy pursuant to the provisions of Section 45 of the Act and that the Landlord suffered a loss as a result of that breach. I award the Landlord \$795.00 for loss of revenue.

Section 37 of the Act requires a tenant to leave the rental unit reasonably clean and the end of the tenancy. I find that the Tenant did not comply with Section 37 of the Act and that the amount claimed by the Landlord is a reasonable amount.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of its monetary award.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

The Landlord has established a monetary claim as follows:

Loss of revenue	\$795.00
Cleaning charges	\$265.00
Recovery of the filing fee	<u>\$50.00</u>

Subtotal	\$1,110.00
Less security deposit and pet damage deposit	- \$598.00
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$512.00

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of **\$512.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: October 15, 2015

Residential Tenancy Branch

