



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of all or part of the security deposit and pet damage deposit / and recovery of the filing fee. The landlord's agent (the "landlord") attended and gave affirmed testimony. The tenant did not appear.

The landlord testified that the application for dispute resolution and the notice of hearing (the "hearing package") was served by way of registered mail. Evidence provided by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the package was "successfully delivered" on June 11, 2015. Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant has been duly served in accordance with section 89 of the Act which addresses **Special rules for certain documents**.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

In response to the tenant's application a previous hearing was held in a dispute between these parties in February 2015. Pursuant to the decision issued in that same month, the Arbitrator documented that there is no written tenancy agreement for the month-to-month tenancy which began on May 01, 2014, that monthly rent of \$1,200.00 was due and payable in advance on the first day of each month, and that a security deposit of \$600.00 and a pet damage deposit of \$300.00 were collected. During this more recent hearing conducted in response to the landlord's application, the landlord testified that a move-in condition inspection report was not completed.

The landlord testified that the tenant vacated the unit on or about April 02, 2015, without paying any portion of rent for April, and that she provided a forwarding address in writing on or about that same date. The landlord further testified that cleaning, rubbish removal, painting and repairs required in the unit prevented the landlord from re-renting the unit in either April or May 2015. A move-out condition inspection report was not completed. The landlord was unable to confirm the exact date when new renters were found for the unit, and there is no evidence before me in relation to how the landlord may have undertaken to mitigate the loss of rental income. The landlord's application for dispute resolution was filed on May 14, 2015.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, the various aspects of the landlord's claim and my findings are set out below.

\$2,654.58: *labour & materials for cleaning, rubbish removal, painting & repairs*

At the outset, the attention of the parties is drawn to section 23 of the Act which addresses **Condition inspection: start of tenancy or new pet**, and section 35 of the Act which addresses **Condition inspection: end of tenancy**.

While documentary evidence includes several photographs taken in and around the unit following the end of tenancy, in addition to a limited number of receipts, in the absence of the comparative results of move-in and move-out condition inspection reports, I find that the landlord has established entitlement limited to **\$750.00**.

1,200.00: *unpaid rent / loss of rental income for April 2015*

On the basis mainly of photographs taken in and around the unit, in addition to the affirmed / undisputed testimony of the landlord, I find that the landlord has established entitlement to the full amount claimed.

\$1,200.00: *loss of rental income for May 2015*

In the absence of conclusive evidence pertinent to what steps were undertaken by the landlord to mitigate the loss of rental income, or conclusive evidence around the exact date when new renters were effectively found for the unit, I find that the landlord has established entitlement to compensation in the limited amount of **\$600.00**.

\$50.00: *filing fee*

As the landlord has achieved a measure of success with the principal aspects of the application, I find that the landlord has also established entitlement to recovery of the full filing fee.

Sub-total: \$2,600.00 (\$750.00 + \$1,200.00 + \$600.00 + \$50.00).

I order that the landlord retain the security deposit of \$600.00, and the pet damage deposit of \$300.00 [**total: \$900.00**] and I grant the landlord a **monetary order** for the balance owed of **\$1,700.00** (\$2,600.00 - \$900.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,700.00**. Should it be necessary, this order may be served on the tenant, 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: October 27, 2015

Residential Tenancy Branch

