



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Properties Ltd.
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 tenant did not call into the hearing. The landlord submitted evidence that they served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on May 12, 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 May 17, 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, 2009. Rent in the amount of \$1,088.00 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 \$462.50.

The landlord stated that on April 27, 2015 the tenant gave notice and on April 30, 2015 he vacated the rental unit. On April 30, 2015 the tenant and the landlord carried out a move-out inspection and completed the condition inspection report. The tenant agreed in writing to charges of lost revenue of \$1,088.00 and \$90.00 for painting. The landlord has applied for compensation for these amounts. The landlord stated that they were

unable to re-rent the unit for May 2015 because of such short notice, and some painting of the unit was required.

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

- a copy of a residential tenancy agreement, signed by the tenant and the landlord on July 22, 2009;
- a copy of the move-in and move-out condition inspection report;
- a ledger of the tenant's account; and
- a copy of the Landlord's Application for Dispute Resolution, filed May 5, 2015.

Analysis

I find that the landlord has established their claim. The tenant gave notice only three days before vacating, and I accept the landlord's evidence that they were unable to re-rent the unit for May 2015. The tenant agreed in writing to the painting charge of \$90.00.

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 \$1,228.00. I order that the landlord retain the security deposit of \$462.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$765.50. 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: October 30, 2015

Residential Tenancy Branch

