



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes 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 she served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on May 1, 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 6, 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 reverted to a month-to-month tenancy on January 1, 2015. Rent in the amount of \$550 was payable in advance on the first day of each month. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$300.00 and a pet deposit of \$300.00.

The landlord stated that on January 22, 2015 she received an email from the tenant in which the tenant indirectly indicated that she had vacated the rental unit. The landlord submitted evidence to show that on January 26, 2015 she began advertising the unit to re-rent. The landlord stated that she was unable to re-rent the unit for most of February 2015. The landlord has claimed \$350.00 in lost revenue and \$15.00 to rent a steam cleaner because the tenant had a dog.

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

- copies of emails between the landlord and the tenant;
- a copy of a Craigslist ad showing that the landlord began advertising to re-rent; and
- a copy of the Landlord's Application for Dispute Resolution, filed April 27, 2015.

Analysis

I find that the landlord has established her claim. I accept the evidence that the tenant did not give proper notice to vacate and the landlord took reasonable steps to attempt to re-rent the unit as soon as possible. I also accept the landlord's testimony that she incurred \$15.00 to rent a steam cleaner to remove the tenant's dog's hair from the carpets in the rental unit.

As the landlord's application was successful, she is also entitled to recovery of the \$50.00 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$415.00. I order that the landlord retain this amount from the pet and security deposits, and I grant the tenant an order under section 67 for the balance due of \$185.00. 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: October 23, 2015

Residential Tenancy Branch

