



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND, MNR, MNSD, MNDC, FF

Introduction

This was an application by the landlord for a monetary order. The hearing was conducted by conference call.

The landlord participated in the hearing. The tenant did not attend although served with the application and Notice of Hearing sent by registered mail on June 01, 2015. The landlord provided proof of mail registration including the tracking number for the mail, which according to the tracking information was refused by tenant respondent DL and unclaimed by tenant respondent DP, and both returned to the landlord. It must be noted that respondent DL is the guarantor for the performance of the tenancy agreement as evidenced by their signature and their particulars on the tenancy agreement document, itself.

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amount claimed?

Background and Evidence

The undisputed testimony and evidence of the landlord is as follows. The landlord provided a copy of the tenancy agreement indicating that the tenancy started May 01, 2012 between DP and the landlord and DL indicated on the agreement as guarantor of the tenancy for DP. The tenancy ended in the last week of May 2013 without any notice of the tenant's intent to vacate until the end of the first week of June, 2013, after they vacated. Rent payable was \$940.00 per month. At the outset of the tenancy the landlord collected a security deposit of \$470.00, retained in trust. The landlord claims the tenant did not pay \$40 of January 2013 rent, nor \$340.00 of April 2013 rent. In

addition the landlord claims unpaid rent for May 2013 in the amount of \$940.00. The landlord also claims they were unable to re-rent the rental unit for June 2013 due to lack of notice they were incurring a vacancy. In addition, the landlord claims the rental unit was left unclean, damaged by carpet burns, and contained some of the tenant's broken castoffs, which they had taken away. As the rental unit was not immediately rentable the landlord seeks loss of revenue for June 2013 in the amount of \$940.00.

At the end of the tenancy the landlord claims to have conducted an inspection, but no inspection report. They claim they took photographs but they were stolen along with their camera. The landlord did not provide receipts for cleaning or for refuse removal for which they claim paying.

Analysis

I accept the landlord's undisputed testimony and documentary evidence submitted as establishing that they incurred losses of rent in the sum amount of \$1320.00 during the tenancy. I also accept the landlord's undisputed testimony they were not able to re-rent the unit for June 2015. I find they are entitled to compensation for unpaid rent and loss of revenue in the total amount of **\$2260.00**. I find the landlord has not provided sufficient evidence in support of their claim for damages to the unit, and as a result, I **dismiss** this portion of their claim.

The landlord is further entitled to recover the filing fee paid for their application. The tenant's security deposit will be offset from the award made herein.

Calculation for Monetary Order

Rental Arrears to May 31, 2015	1320.00
Loss of revenue for June 2015	940.00
Filing Fees for the cost of this application	50.00
<i>Less Security Deposit</i>	<i>-470.00</i>
Total Monetary Award to Landlord	\$1840.00

Conclusion

I Order that the landlord retain the deposit of \$470.00 in partial satisfaction of the claim

and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$1840.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This Decision is final and binding on both parties.

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: November 04, 2015

Residential Tenancy Branch

