



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capilano Property Management Services 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 and the tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that he had received the other landlord's application and evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on June 1, 2015 as a fixed-term lease to end on November 30, 2015. Rent in the amount of \$785.00 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 \$392.50.

The landlord stated that the tenant moved into the unit on June 1, 2015 and vacated on June 2, 2015. The landlord provided evidence to show that they advertised to re-rent the unit, but they were unable to re-rent until August 1, 2015. The landlord has claimed lost revenue for July 2015, as well as \$63.00 for carpet cleaning and \$55.00 for drapes cleaning.

The tenant replied that the building was too noisy. He stated that he got into a verbal altercation with a neighbor and the police came and told him to leave. The tenant stated that if he returned he could have been arrested. The tenant disputed the carpet and drapes cleaning costs.

Analysis

I find that the landlord has established their claim for \$785.00 in lost revenue for July 2015. After the tenant breached the lease, the landlord attempted to mitigate their loss by advertising to re-rent as soon as possible.

I find that the landlord is not entitled to costs for carpet cleaning and drapes cleaning, as they did not provide evidence that the tenant dirtied the carpets and drapes such that they required cleaning after the tenant only occupied the unit for one day.

As the landlord's application was partially successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$835.00. I order that the landlord retain the security deposit of \$392.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$442.50. 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: December 4, 2015

Residential Tenancy Branch

