



# 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 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 hearing first convened on September 16, 2015. On that date, I discovered that the landlord had submitted evidence that I did not have on the file. I therefore adjourned the hearing. The hearing reconvened on November 25, 2015.

On both dates 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 April 17, 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 April 23, 2015. The Branch sent the tenant notice of the reconvene time and date, but the tenant did not appear. I therefore 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 June 2, 2014 as a fixed term tenancy to end on May 31, 2015. Rent in the amount of \$1,650.00 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 \$762.50, as well as a pet deposit of \$300.00.

The landlord stated that the tenant did not pay March 2015 rent, and at the end of March 2015 he gave verbal notice to move out on April 4, 2015. The landlord stated that

the tenant left three outstanding water bills and after he vacated the landlord had to clean and repair the rental unit and property. The landlord stated that she was able to re-rent the unit in mid-April 2015, with a loss of revenue of \$60.00 for that month. The landlord's total claim is for \$2,677.11.

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

- copies of the outstanding water bills;
- photographs showing some of the garbage the tenant left behind after the tenancy ended;
- a monetary order worksheet detailing the specifics of the landlord's claim;
- testimony regarding the unpaid rent, lost revenue and other costs; and
- a copy of the Landlord's Application for Dispute Resolution, filed April 14, 2015.

### Analysis

I accept the landlord's undisputed evidence and I find that she has established her claim in its entirety. The evidence noted above shows that the tenant broke his lease, failed to pay rent, left unpaid bills, garbage and damage to the unit, and caused the landlord to suffer losses. I grant the landlord's claim of \$2,677.11.

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 \$2,727.11. I order that the landlord retain the security and pet deposits of \$1,062.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,664.61. 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 15, 2015

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Residential Tenancy Branch