



# 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 landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that he served the tenants with the application for dispute resolution and notice of hearing by registered mail sent on August 19, 2015. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenants were deemed served with notice of the hearing on August 24, 2015, and I proceeded with the hearing in the absence of the tenants.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on April 7, 2014. Rent in the amount of \$700.00 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 \$350.00.

The tenants did not pay rent on time for October 2015, and the landlord served the tenants with a notice to end tenancy for unpaid rent. The landlord stated that the tenants vacated some time in October or November 2015. The landlord stated that the tenants left the whole house in a big mess, and the landlord was unable to re-rent it immediately because of the odours caused by the tenants' pet(s). The landlord has claimed

\$1,400.00 in unpaid rent and lost revenue for November and December 2014, as well as \$7,300.00 for the cost of repairs to the flooring.

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

- a copy of a residential tenancy agreement, signed by the tenants and the landlord on April 7, 2014, indicating a monthly rent of \$700.00 due on the first of each month;
- photographs of the dirty and damaged condition of the rental unit after the tenants vacated;
- three quotes to repair the flooring, and
- a copy of the Landlord's Application for Dispute Resolution, filed August 18, 2015.

### Analysis

I accept the landlord's undisputed evidence that the tenants failed to pay rent for November 2014 and their pet(s) caused damage to the flooring such that the landlord was unable to re-rent the unit for December 2015. I therefore grant the landlord his claim in its entirety.

As the landlord's application was successful, he is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

### Conclusion

The landlord is entitled to \$8,800.00. I order that the landlord retain the security deposit of \$350.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$8,450.00. 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: March 8, 2016

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Residential Tenancy Branch