



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, MNSD, MNDC, FF, O

Introduction

This was a hearing with respect to the landlord's application for a monetary award and for an order to retain the tenants' security deposit. The hearing was conducted by conference call. The landlord called in and participated in the hearing the tenants did not attend. The tenants were served with the application and Notice of Hearing by registered mail sent to their forwarding address on September 29, 2015. The tenants refused to accept delivery of the registered mail, but pursuant to section 90 of the *Residential Tenancy Act*, they are deemed to have received the documents on October 4, 2015, the fifth day after mailing. Refusal to accept registered mail is not a valid reason for failure to attend a hearing or participate in a proceeding..

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain the security deposit?

Background and Evidence

The rental unit is a strata title apartment in Vancouver. The tenancy began July 1, 2015 for a six month term ending December 31, 2015. The monthly rent was \$1,600.00, payable on the first of each month and the tenants paid a security deposit of \$800.00 on July 8, 2015 and a move-in condition inspection report was completed on July 8th. The tenant T.S. was intended to occupy the rental unit, but his father, J.S. was described as the main applicant on the tenancy agreement.

On September 11, 2015 the tenant J.S. notified the landlord by telephone that his son would be moving out and the rental unit would be vacated on October 16, 2015. In fact the tenants moved out of the rental unit on September 18, 2015. The landlord caused

the tenant to sign a mutual agreement to end the tenancy effective September 18, 2015, but the landlord advised the tenant J.S. that he was responsible for October's rent because of the inadequate notice to end the tenancy. The landlord also claimed amounts for damage to the rental unit. The bedroom door was damaged by the tenant and needs to be replaced. The landlord also claimed for the estimated cost of replacing the laminate floor in the living room damaged by the tenant. The landlord testified that there was a leak from the apartment above the rental unit but the tenant did not report the leak and allowed it to continue. This resulted in the need for extensive repairs to the ceiling in the bathroom. The landlord has not replaced the laminate floor, but she provided estimates for the cost to replace the floor. The landlord submitted receipts for replacement of the bathroom light and the bedroom door knob in the total amount of \$30.38. The landlord said the bedroom door was damaged by the tenant. She claimed the estimated sum of \$178.42 but did not submit a quotation or an invoice.

Analysis

The tenants moved out without proper notice. The rental unit could not be re-rented for October, in part due to the lack of notice and in part because the tenant failed to disclose a water leak in the rental unit that required extensive repairs after the tenancy ended. I find that the landlord is entitled to recover loss of revenue for October in the amount of \$1,600.00 as claimed. The landlord is entitled to recover the sum of \$30.38 for a door knob and light bulb. The landlord did not submit an invoice or quotation for the door repair and this claim is denied. The landlord has claimed for the cost of replacing the floor, but she has not performed the work. I find that the photographs submitted by the landlord failed to establish that the floor was damaged to the extent that it must be replaced and in the absence of a claim for the actual cost of the floor replacement I deny this claim.

The landlord's claim has been allowed in part. I have allowed her claim in the amount of \$1,630.38. The landlord is entitled to recover the \$50.00 filing fee for her application for a total award of \$1,680.38. I order that the landlord retain the \$800.00 security deposit in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$880.38. This order may be registered in the Small Claims Court and enforced as an order of that court.

Conclusion

The landlord's claim has been allowed in the amount stated and she has been ordered to retain the security deposit in partial satisfaction of the award.

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: April 29, 2016

Residential Tenancy Branch