



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR OPR FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order of possession. The landlord and the tenant participated in the teleconference hearing. The parties confirmed in the hearing that the tenant had already vacated the rental unit, and I therefore dismissed that portion of the landlord's claim.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the 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 December 1, 2015. 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 landlord stated that on March 21, 2016 the tenant texted him and said she wanted to move out at the end of April 2016. The landlord stated that he asked the tenant to give written notice to vacate but she never did. The landlord stated that on April 1, 2016 the tenant contacted him to say that she could not pay rent on time. She also asked the landlord if she could apply her security deposit toward the rent, but the landlord said no. The landlord served the tenant with a notice to end tenancy for unpaid rent. The landlord stated that the tenant moved out and had not done any cleaning. The landlord stated that he had cleaning done, but the unit was still not rented on the date of the

hearing, May 17, 2016. The landlord has claimed \$700.00 in unpaid rent and lost revenue for April 2016 and \$63.00 for cleaning.

The tenant's response was that she left because she felt uncomfortable being there with the landlord living upstairs. The tenant stated that it was not soundproof, and the landlord would bang on the wall and say "get the f--- out of my house!"

Analysis

I find that the landlord has established his claim in full. The tenant was required to pay the full rent of \$700.00 on April 1, 2016 but did not do so. On March 21, 2016 the tenant gave the landlord notice that she intended to vacate at the end of April 2016, so it would not be reasonable to expect the landlord to be able to re-rent the unit before the end of April 2016. I also accept the landlord's undisputed evidence that cleaning was required, and I grant the landlord \$63.00 as claimed for cleaning.

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 \$863.00. I order that the landlord retain the security deposit of \$700.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$513.00. 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: June 16, 2016

Residential Tenancy Branch