



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, MNR, MNSD, MNDC, FF, O

Introduction

The landlord applies for an order of possession and for a monetary award for loss of rental income and costs related to cleaning and junk removal.

The tenant did not attend the hearing within twenty minutes after its scheduled start time.

The landlord testifies that on or about March 13, 2016 she personally served the tenant with the application for dispute resolution and hearing letter at the school where the tenant is employed as a teacher.

On this evidence I find that the tenant has been duly served in accordance with s. 89 of the *Residential Tenancy Act* (the “RTA”). I conclude that the landlord’s application is unopposed.

The tenant vacated the premises January 31, 2016. An order of possession is no longer sought.

I accept the landlord’s undisputed evidence that the tenant broke the fixed term tenancy agreement by quitting the premises at the end of January 2016 before the expiry of the fixed term on May 31, 2016 and as a result the landlord suffered loss of rental income for one and one half months. I award the landlord \$1800.00 for that loss.

I award the landlord \$13.17 for dump fees for removal and disposal of abandoned tenant items.

I award the landlord \$200.00 for eight hours taken to clean the suite after the tenant left.

In result, the landlord is entitled to a monetary award of \$2013.17 plus recovery of the \$100.00 filing fee for this application.

The landlord argues that since the tenant did not attend the move-out inspection, she has by operation of s. 36 of the *RTA*, forfeited her right to the \$600.00 security deposit the landlord still holds.

Residential Tenancy Policy Guideline #17 "Security Deposit and Set off[sic]" provides that even when a tenant's right to claim deposit money has been extinguished by operation of s. 36, the deposit money is to be applied against any award granted to the landlord.

The landlord is entitled to keep the \$600.00 security deposit in reduction of the amount awarded. There will be a monetary order against the tenant for the remainder of \$1513.17.

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: July 22, 2016

Residential Tenancy Branch