



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC MNR MNSD FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for a monetary order for unpaid rent and for damage to the unit pursuant to section 67; authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and authorization to recover the filing fee for this application from the tenant pursuant to section 72. The landlord sought to withdraw her original request for an Order of Possession as the tenant had vacated the rental unit.

The tenant did not attend this hearing, although I waited until 1:44 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for *1:30 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions. The landlord testified that she served the tenant with her Application for Dispute Resolution package including Notice of Hearing ("ADR") on January 14, 2016 by registered mail. She supplied the tracking number for the registered mailing. Based on the undisputed sworn testimony provided by the landlord, I find that the tenant was sufficiently served with the landlord's ADR in accordance with the requirements of section 89 and 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and damage to the rental unit? Is the landlord entitled to retain the tenant's security deposit towards any monetary order/award? Is the landlord entitled to recover the filing fee for this application?

Background and Evidence

This tenancy began on October 22, 2014 as a month to month tenancy. The landlord submitted a copy of the residential tenancy agreement and indicated that both the

tenant and her roommate paid their portion of the rent directly to the landlord. The landlord continues to hold a \$440.00 security deposit paid by the tenant(s) at the outset of the tenancy.

The landlord testified that, while the roommate gave notice she would vacate the unit on November 22, 2015, the tenant did not. In fact, the tenant indicated she would continue to stay in the rental unit and then, without notice, vacated the unit on approximately November 30, 2015. As a result, the landlord submits, she was caused financial loss of rent for the month of December 2015 as well as the cost to clean up after the tenant vacated the unit.

The landlord submitted a condition inspection report completed at move-in and move-out. At move in, the report indicated satisfactory to good condition for most items while at move out, most items were listed as damaged or dirty. The tenant signed the report and the landlord submits that the tenant therefore agreed to pay towards the cost of cleaning the rental unit.

The landlord provided undisputed sworn testimony that she was unable to re-rent the unit prior to mid-January 2016 therefore losing the rental amount for December 2015. The landlord submits that, without providing notice, the tenant should pay December 2015 rent.

Analysis

I accept the landlord's evidence that she continues to hold the tenant's security deposit in the amount of \$440.00 and that the tenant failed to provide notice to the landlord when she vacated the rental unit. The landlord's testimony regarding the rent paid by the tenant and when she re-rented the unit were unclear. Therefore, I dismiss with leave to reapply the landlord's application for a monetary order with respect to rental arrears or rental loss.

I accept the testimony of the landlord with respect to the need to clean the tenant's rental unit to acceptable standards (neat at the end of tenancy). I accept her evidence that the cost to clean totalled \$212.50 and that she purchased cleaning supplies and replacement bulbs totaling \$21.16. As the landlord was partially successful in her application, the landlord is entitled to recover the \$50.00 filing fee for this application. Therefore, I find the landlord is entitled to retain a total of \$283.66 of the tenant's \$440.00. I allow the landlord to retain \$283.66 and order the landlord to return \$156.34 to the tenant.

Conclusion

The landlord withdrew her application for an Order of Possession prior to this hearing date.

I allow the landlord to retain \$283.66 and order the landlord to return \$156.34 to the tenant.

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: August 25, 2016

Residential Tenancy Branch

