



# 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 they served the tenant with the application for dispute resolution and notice of hearing by registered mail, which the tenant received on February 19, 2016. I found that the tenant was served with notice of the hearing, and I proceeded with the hearing in the absence of the tenant.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on June 1, 2013. Rent in the amount of \$850.00 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 \$425.00.

The landlord stated that in June 2015 they gave the tenant a two-month notice to end tenancy. The landlord stated that they gave the tenant free rent in the month of July 2015, and the tenant was to pay for August 2015. The landlord stated that the tenant's rent cheque for August 2015 was returned for insufficient funds. The landlord stated that the tenant left the rental unit in a dirty, damaged condition and did not remove all of her personal property. The landlord stated that they had to do 12 hours of cleaning, replace broken blinds and a kitchen cupboard door, and pay a dumping fee to dispose of items. The landlord stated that because the tenant left the unit in such a poor condition, her

daughter could not move in to the unit until halfway through September 2015, and as a result the landlord lost half a month's rent. The landlord confirmed that her daughter pays rent of \$850.00 per month for the unit.

The landlord provided several photographs depicting the dirty, damaged condition of the rental unit. The landlord has claimed August rent of \$850.00; lost revenue of \$425.00 and \$425.00 for cleaning and repairs.

### Analysis

I find that the landlord has established their claim in its entirety. The evidence noted above shows that the tenant failed to pay August 2015 rent; left the rental unit dirty and damaged; and caused the landlord to lose half a month's rent. I therefore grant the landlord \$1,700.00 as claimed.

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

### Conclusion

The landlord is entitled to \$1,800.00. I order that the landlord retain the security deposit of \$425.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,375.00. 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: October 18, 2016

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Residential Tenancy Branch