



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, MNSD, MNR, MND, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, loss of income, cost of repairs and cleaning and for the recovery of the filing fee. The landlord also applied to retain the security deposit.

On May 12, 2016, the landlord made application for substitute service. In a decision dated May 13, 2016, the landlord was granted leave to serve the tenant by email. The landlord testified that she served the tenant with the notice of hearing package on May 16, 2016 by email. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent, loss of income, the cost of cleaning and repairs and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on April 01, 2016 for a fixed term of 12 months ending March 31, 2017. The monthly rent was \$1,550.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$775.00. A move in inspection was carried out on March 31, 2016. The landlord filed a copy of the report into evidence.

The landlord stated that the tenant's rent cheque for the first month of tenancy was returned for insufficient funds. On April 23, 2016, the landlord served the tenant with a ten day notice to end tenancy. The tenant did not dispute the notice, did not pay rent and moved out on April 30, 2016.

The landlord stated that she made several attempts to arrange a move out inspection with the tenant and he agreed to an appointment but subsequently cancelled it. The tenant also agreed to meet the landlord on May 05, 2016, but failed to show up. The landlord sent the tenant another request to meet on May 07, 2016 and the tenant did not respond.

The landlord conducted the move out inspection in the absence of the tenant and filed a copy of the report into evidence. The landlord also filed photographs of the unit after the tenant had moved out. The evidence indicates that the tenant left the unit in a dirty and damaged condition. The unit was covered with sawdust and it appeared that the tenant was in the process of making a bed out of wooden planks. A portion of the unfinished bed was fastened to the wall.

The landlord also found the remnants of a bon fire on the patio and the flooring was damaged. The photographs also show that the tenant left behind a large amount of unwanted items and also left the unit in a dirty condition.

The landlord started advertising the unit and when she found that the response was not good, she re-advertised and lowered the rent by \$50.00. The landlord found a tenant for May 15, 2016 and is claiming a loss of income for the first half of May 2016. The landlord is also claiming the rent differential of \$50.00 per month for the remainder of the fixed term.

The landlord has applied for the following:

1.	Rent for April 2016	\$1,550.00
2.	Loss of income for May 01-15, 2016	\$727.42
3.	Strata move in fees	\$200.00
4.	Rent differential	\$500.00
5.	Carpet cleaning	\$80.00
6.	General cleaning	\$350.00
7.	Patio repair	\$150.00
8.	Filing fee	\$100.00
		<b>\$3,657.42</b>

### **Analysis**

Based on the sworn testimony of the landlord and in the absence of evidence to the contrary, I find as follows:

The tenant's rent cheque for April 2016 was returned for insufficient funds. . I find that the landlord is entitled to her claim of \$1,550.00 for rent for April 2016.

I further find that the landlord made efforts to mitigate her losses, but was unable to find a tenant for the first half of May 2016. In order to further mitigate her losses, she also reduced the rent by \$50.00 which resulted in a loss of income for the remainder of the term. I find that the landlord is entitled to recover the loss of income and the loss suffered due to the rent differential. I further find that the landlord has provided adequate evidence for the strata move in fees that she paid on behalf of the tenant and I award her \$200.00.

Based on the move in and move out inspection reports and photographs filed into evidence, I find that the tenant left the unit in a condition that required cleaning and repair. I award the tenant her claim for items #5, 6 and 7. The landlord has proven her claim and is entitled to the recovery of the filing fee of \$100.00.

Overall the landlord has proven her claim of \$3,657.42. . I order that the landlord retain the security deposit of \$775.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,882.42. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order of **\$2,882.42**.

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: November 14, 2016

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Residential Tenancy Branch