



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MND MNDC FF

Introduction

This hearing dealt with an application by the landlord for monetary compensation for unpaid rent, missing furniture and other costs incurred.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence to show that on May 6, 2016 a process server personally served the tenant with the application for dispute resolution and notice of hearing. I accepted the landlord's evidence 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 in 2012. Rent in the amount of \$1,300.00 was payable in advance on the first day of each month. The landlord stated that the tenant failed to pay rent for July or August 2015, and on August 8, 2015 the tenant gave the landlord notice by text message that she would be moving out by the end of the month. The landlord acknowledged that he did not take steps to re-rent the unit after the tenant gave notice. The landlord claimed unpaid rent and lost revenue of \$1,300.00 per month for July, August and September 2015.

The landlord stated that the rental unit was damaged and dirty when the tenant vacated. The landlord submitted 45 photographs showing the interior of a dirty fridge, some personal items or garbage left behind and some small areas of damage. The landlord claimed \$300.00 for cleaning.

The landlord stated that the tenant removed some of the furniture and appliances from the rental unit. The landlord claimed \$2,350.00 as the estimated used value for these items. The landlord submitted a copy of an email exchange with the tenant on August 17, 2015, in which the tenant first asked if the landlord was interested in selling any of the furniture in the condo, and when the landlord declined, the tenant indicated that she had the living room table in storage at her mom's place and would get it to him at some point. The landlord did not submit a

tenancy agreement with a list of included furniture or a condition inspection report indicating such items.

Analysis

I accept the landlord's evidence that the tenant did not pay rent for July or August 2015, and I grant the landlord \$2,600.00 in unpaid rent. As the landlord did not mitigate his loss by taking steps to re-rent as soon as he received the tenant's notice, he is not entitled to lost revenue for September 2015.

Based on the landlord's photographs, I accept his evidence that the tenant left the rental unit in a dirty condition, and I grant \$300.00 as claimed for cleaning.

The landlord did not submit sufficient evidence to establish that the tenant removed furniture and appliances from the rental unit. I therefore dismiss this portion of the landlord's claim.

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

Conclusion

The landlord's application is partially successful.

I grant the landlord an order under section 67 for the balance due of \$3,000.00. 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: December 2, 2016

Residential Tenancy Branch