



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STERLING MANAGEMENT SERVICES
LTD and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

This hearing dealt with applications by the landlord and the tenant pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for unpaid rent, loss of income, the cost of cleaning and repairs and for the recover of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. The tenant applied for a monetary order for loss under the *Act* and for the recovery of the filing fee.

The landlord testified that the notice of hearing was served on the tenant on March 21, 2019 by registered mail to the forwarding address provided by the tenant, in her application for dispute resolution. The landlord filed a tracking number. Despite having made application for dispute resolution and having been served with 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.

Since the tenant did not attend the hearing, her application is dismissed without leave to reapply. Accordingly, this hearing only dealt with the landlord's application for a monetary order.

Issues to be decided

Has the landlord established a claim for unpaid rent, loss of income, costs incurred to repair and clean the rental unit and for the filing fee? Is the landlord entitled to retain the security deposit in partial satisfaction of her claim?

Background and Evidence

The tenancy started on June 22, 2010 and ended on October 17, 2018. The rent was \$650.00 due in advance on the first day of each month. Prior to moving in, the tenant paid a security deposit in the amount of \$300.00.

The landlord testified that on October 17, 2018, she found that the tenant had moved out. The tenant had not provided any notice to end the tenancy. The landlord stated that on that day she posted a 24 notice to carry out a move out inspection. The tenant did not attend the inspection. The landlord inspected the unit, took photographs of the condition of the unit and created a move out inspection report, which was filed into evidence.

The landlord stated that she made efforts to find a tenant for November 01, 2018 but was unsuccessful. A new tenant was found for December 15, 2018.

The landlord testified that the tenant had not paid rent for October 2018 and because of the lack of adequate time to find a tenant for November 01, 2018, the landlord also suffered a loss of income for this month. The landlord also stated that the tenant left the unit in a dirty condition that needed repair.

The landlord has filed invoices and photographs to support her claim for the following:

1.	Steam Clean carpets	\$157.50
2.	Suite Cleaning	\$141.75
3.	Repairs, replace bulbs, etc.	\$220.00
4.	Unpaid rent for October 2018	\$650.00
5.	Loss of income for November 2018	\$650.00
6.	Filing fee	\$100.00
	Total	\$1,919.25

Analysis

Based on the sworn undisputed testimony of the landlord and the documents filed into evidence, I find that the landlord has proven her claim and I accept the landlord's claim for the cost of cleaning, repairs, unpaid rent, and loss of income. Since the landlord has proven her case she is also entitled to the recovery of the filing fee. Overall, the landlord has established a claim of \$1,919.25.

I order that the landlord retain the security deposit of \$300.00 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 \$1,619.25. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord may retain the security deposit of \$300.00.

I grant the landlord a monetary order in the amount of **\$1,619.25**.

The tenant's application is dismissed in its entirety without leave to reapply

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: June 07, 2019

Residential Tenancy Branch