



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

In the first application the landlord seeks a monetary award for various items related to his interaction with the tenant. In the second application the tenant seeks a monetary award of \$900.00 for unspecified reasons.

The respondent tenant did not attend the hearing within sixty minutes after its scheduled start time at 1:30 p.m. on January 13, 2020. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the landlord and this arbitrator were the only ones who had called into this teleconference during that period.

The landlord showed that the tenant was served with the landlord's application by registered mail (Canada Post tracking number shown on cover page of this decision). Canada Post records show that the mail was delivered and signed for by the tenant on November 1, 2019. I am satisfied the tenant has been duly served with the landlord's application.

As the tenant did not attend the hearing, his application is dismissed. As the landlord attended and was ready to proceed, the tenant's application is dismissed without leave to re-apply.

The landlord provided a list of items claimed as follows:

\$50.00 being the remainder of the \$400.00 security deposit. I dismiss this item. The tenancy is over. If the tenant paid this money it would only have to be returned or be set off against money awarded to the landlord.

\$120.00 for internet costs resulting from the tenant's cancellation of the internet and TV. On the landlord's undisputed evidence I grant this item of the claim.

\$90.00 for damages for getting internet set up. I dismiss this item of the claim. The landlord is seeking to recover alleged income loss from a line of work different than that of being a landlord. In my view that loss does not reasonably flow from the tenant's breach and, in any event, that loss is too remote.

\$178.00 for locksmith charges. I grant this item of the claim.

\$61.00 for Airbnb costs for the landlord's overnight stay. To the knowledge of the tenant, the landlord lived in a city some distance from the rental unit. As a result, when the tenant left without notice and without having returned keys, the landlord was required to take immediate steps to secure the rental unit. I consider the cost of overnight accommodation to be reasonable in these circumstances and I grant this item of the claim.

\$104.00 for travel. I grant this item of the claim for the same reason as the overnight stay reimbursement above.

\$200.00 for wage loss. I dismiss this item of the claim for the same reason as the damages claim for internet set up. The fact that the landlord may have an additional line of work should not cost the tenant.

\$300.00 to recover a rent reduction. The landlord lowered the May 2018 rent on the tenant's promise to find him a replacement tenant. The tenant failed to do so. The landlord is entitled to return of the \$300.00.

In result, the landlord is entitled to a monetary award totalling \$763.00 plus recovery of the \$100.00 filing fee.

I authorize the landlord to retain the \$350.00 security deposit in reduction of the amount awarded. The landlord will have a monetary order against the tenant for the \$513.00 remainder.

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: January 13, 2020

Residential Tenancy Branch