



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VMH Development & Management
Inc and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNRL-S, MNDL-S, MNDCL-S, FFL

Introduction

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

The landlord testified that on December 20, 2023, he served the tenant with the notice of hearing and the evidence package by email. The landlord filed proof of having served the hearing package to the email address that the tenant provided him with.

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 loss of income cost of repairs, and for the recovery of the filing fee?

Background and Evidence

The landlord testified that the tenancy started on August 01, 2022, for a fixed term of one year. The rental unit is located in an apartment building. The monthly rent was \$3,000.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$1,500.00.

The landlord testified that the tenant's partner was abusive and there would be a lot of screaming and fighting between the two. The police were called multiple times. The landlord also stated that the concierge would lock himself in his office when the tenant's

partner visited the rental unit, for fear of violence. The tenant moved out on October 31, 2022, leaving the rental unit in a condition that required extensive repair.

The landlord stated that the front door had been kicked down by police and required replacement. A temporary door was installed until the landlord made arrangements for a new door. The landlord stated that there was damage to the sink and garburator and filed an invoice for the repair. The details of the damage were recorded on the invoice and stated that there was metal and glass in the barrel of the garburator which caused the damage. The landlord also filed photographs of the condition of the stained carpet and damage to the walls.

Due to the damaged front door and the repairs required to be completed, the landlord was unable to rent the unit for November 01, 2022, and is claiming a loss of income for this month.

The landlord is claiming the following:

1.	Centurion Contracting Entry Door Repair	\$2,667.50
2.	Shine Capet Cleaning Carpet Cleaning	\$207.90
3.	Sandy Cruz (Private Cleaner) Move Out Clean	\$200.00
4.	GSP Services Sink & Garburator Repair	\$794.85
5.	VMH Properties Lost Rent	\$3,000.00
6.	Filing fee	\$100.00
	Total	\$6,970.25

The landlord has filed photographs and copies of invoices to support his monetary claim.

Analysis

The photographs show extensive damage to the walls, stained carpets and a waterlogged sink/garburator. The repair person's report indicates that metal and glass were found blocking the sink and inside the garburator. The photographs of the front door indicate that it was ripped off its hinges causing extensive damage to the door and the door frame.

The landlord was unable to rent the unit till a permanent door was installed and the repairs were completed. The landlord is claiming a loss of income for November 2022.

Based on the sworn testimony of the landlord, the documents filed into evidence by the landlord and in the absence of evidence to the contrary, I find that the landlord has filed sufficient evidence to support his claim.

The landlord has established a claim in the amount of \$6,970.25. I order that the landlord retain the security deposit of \$1,500.00 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 \$5,470.255. 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 **\$5,470.25**

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 19, 2023

Residential Tenancy Branch