



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Singla Homes (2005)  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR MNSD MNDC FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord attended the teleconference hearing but the tenant did not. The landlord submitted evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail on May 5, 2013. I found that the tenants were deemed served with notice of the hearing on May 10, 2013, and I proceeded with the hearing in the absence of the tenants.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on February 1, 2012. Rent in the amount of \$1150 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$575. The landlord and the tenants carried out a move-in inspection on January 29, 2013. The tenants failed to pay \$195 of their rent for March 2013 and they paid no rent for April 2013.

The landlord stated that in the first week of April 2013 they discovered that the tenants had vacated the rental unit. The landlord also stated that the tenants left a lot of garbage and the unit required repairs, painting and carpet cleaning. The landlord further stated that they began to advertise the rental unit to re-rent as soon as they were aware the tenants had vacated, but they were unable to re-rent for May 2013. The landlord received the tenants' forwarding address in writing on April 18, 2013, and applied for dispute resolution on May 2, 2013.

The landlord has claimed the following:

- 1) \$195 unpaid rent for March 2013
- 2) \$1150 unpaid rent for April 2013
- 3) \$1150 lost revenue for May 2013
- 4) \$200 for cleaning
- 5) \$159.95 for carpet cleaning

### Analysis

Upon consideration of the undisputed evidence, I find that the landlord is entitled to their full claim. I accept the landlord's evidence that the tenants moved out without notice, and that the landlord took reasonable steps to attempt to re-rent the unit as soon as possible. I further accept the landlord's evidence that the landlord had to do cleaning and carpet cleaning.

As the landlord's claim was successful, they are also entitled to recovery of the \$50 filing fee for the cost of their application.

### Conclusion

The landlord is entitled to \$2904.95. I order that the landlord retain the security deposit of \$575 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2329.95. 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: August 8, 2013

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Residential Tenancy Branch