



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT Limited Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNSD

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent and for damage to the unit, site, or rental property.

The landlord attended the teleconference hearing and gave evidence. The tenant did not attend. The landlord gave evidence that he served the tenant with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on January 10, 2014. I find the tenant was properly served.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to a monetary order for damage to the unit, site, or rental property?

Background and Evidence

The tenancy agreement indicates the tenancy started November 3, 2011 and the tenant was originally obligated to pay \$850.00 in rent monthly in advance on the first day of the month. The tenant also paid a security deposit of \$425.00 and a pet deposit of \$425.00. The landlord's evidence is that the rent later increased to \$860.00. The tenant also paid \$25.00 per month for parking.

The landlord provided a copy of an undated note from the tenant, stamped "Received Jan 3/14", which states the tenant has had to return to her hometown suddenly and which provides a forwarding address. The landlord gave evidence that the landlord found the note along with the keys to the rental unit in the drop box in the building on January 3, 2014. His evidence is that the box is checked every day so the note would have been left there late on January 2 or early on January 3, 2014.

The landlord said he immediately advertised the rental unit to prospective new tenants through their website.

The landlord gave evidence that the carpets needed to be cleaned and the charge to the tenant for this service is \$110.00. The landlord also repainted the rental unit, and new tenants moved in February 1, 2014.

The landlord claims compensation for loss of January 2014 rent, \$110.00 for the carpet cleaning, and \$50.00 for the RTB filing fee.

Analysis

I accept the landlord's evidence that the tenant gave notice on January 2 or 3, 2014 that she had vacated the rental unit, and at that point the carpets needed cleaning.

I find the landlord is entitled to compensation for a loss of rental income for the month of January 2014 resulting from the tenant's late notice and failure to have the carpets cleaned. I set this compensation at \$860.00, the amount of one month's rent. I find the landlord is also entitled to recover the \$110.00 for carpet cleaning and \$50.00 RTB filing fee.

The total amount due the landlord is \$1,020.00. I order that the landlord retain the security deposit of \$425.00 and the pet deposit of \$425.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$170.00. 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 for \$170.00. The landlord may also retain the security deposit and the pet deposit.

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: April 07, 2014

