



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

This is the Landlord's application for a Monetary Order for damages; compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of his monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that on March 14, 2014, the Notice of Hearing documents were mailed to the Tenant, via registered mail, to the forwarding address provided by the Tenant. The Landlord provided the registered mail receipt and tracking numbers for the registered documents. The Landlord also provided a copy of the Tenant's letter enclosing her forwarding address. He stated that the documents were returned, unclaimed.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail, pursuant to the provisions of Section 89(d) of the Act. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being duly served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

### **Issues to be Decided**

- Is the Landlord entitled to a monetary award for the cost of replacing a missing door, cleaning the rental unit, disposing of the Tenant's garbage and loss of revenue for the month of March, 2014?

### **Background and Evidence**

The Landlord gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This tenancy began on February 1, 2013. Monthly rent was \$900.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$450.00 on February 1, 2013.

On January 28, 2014, the Tenant gave the Landlord written notice to end the tenancy, effective February 28, 2014, along with her forwarding address. The Tenant moved out of the rental unit on February 28, 2014.

The Tenant agreed to complete a Condition Inspection Report at 1:00 p.m. on February 28, 2014, but the Tenant did not attend for the inspection. The Tenant left the key in the door at the rental unit. The Landlord waited an hour and then completed the inspection on his own. The Landlord provided a copy of the Condition Inspection Report in evidence.

The Landlord testified that the rental unit was “a mess”. He stated that he had prospective tenants for March 1, 2014, but when they came to view the rental unit on February 28, 2014, they refused to rent it when they saw the state of the rental unit. The Landlord re-rented the rental unit effective April 1, 2014, after he had completed repairs, cleaning and garbage removal.

The Landlord requested a monetary award, calculated as follows:

Loss of revenue for March, 2014	\$900.00
Cost to replace missing door	\$130.00
Cost for removal of old furniture and garbage (including bin rental)	\$420.00
Cost of recycling 4 mattresses	\$46.20
Dump fees	\$44.00
Carpet cleaning	\$100.00
Cost to clean rental unit	<u>\$150.00</u>
TOTAL AMOUNT CLAIMED	\$1,792.20

The Landlord provided copies of the invoices in evidence.

### **Analysis**

Section 37 of the Act requires the Tenant to leave the rental unit reasonably clean and undamaged except for reasonable wear and tear at the end of the tenancy. Based on the Landlord’s undisputed affirmed testimony and his documentary evidence, I find that the Tenant did not comply with Section 37 of the Act. I further find that the Landlord suffered a loss because of the Tenant’s failure to comply with the Act, including loss of revenue for the month of March, 2014.

I find that the Landlord has established a monetary award as claimed.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of his monetary award.

The Landlord has been successful in his application and I find that he is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

The Landlord has established a monetary claim as follows:

Monetary award	\$1,790.20
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,840.20
Less security deposit	<u>- \$450.00</u>
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$1,390.20</b>

### **Conclusion**

I hereby grant the Landlord a Monetary Order in the amount of **\$1,390.20** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: June 30, 2014

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Residential Tenancy Branch

