



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the security deposit. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not attend although he was personally served with the application and Notice of Hearing on June 24, 2016

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

The rental unit is an apartment in Chilliwack. The tenancy began May 1, 2015 for a one year term and thereafter month to month. The monthly rent was \$550.00, payable on the first of each month. The tenant was responsible for paying for electrical utilities. The tenant paid a security deposit of \$275.00 at the start of the tenancy.

The landlord testified that the tenant moved out of the rental unit without giving notice. The landlord received a text message from the tenant on May 1, 2016 advising that he had moved out and did not clean the rental unit.

The landlord testified that the rental unit was not cleaned and the tenant had smoked in the unit contrary to the terms of the tenancy agreement which prohibited smoking. The landlord paid for cleaning services and an ozone treatment to remove the smoke odours from the rental unit. The landlord submitted an invoice for cleaning services and an ozone treatment in the amount of \$341.25. The landlord testified that he was unable to

re-rent the unit for any part of May and the unit was vacant for two months. He claimed loss of rental income for May in the amount of \$550.00 and the amount of the invoice for cleaning and ozone treatment.

Analysis

I accept the landlord's evidence that the tenant moved out without providing any notice and that he was unable to re-rent the unit for the month of May, 2016. I allow the landlord's claim in the amount of \$891.25. The landlord is entitled to recover the \$100.00 filing fee for this application for a total award of \$991.25. I order that the landlord retain the security deposit of \$275.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$616.25. This order may be registered in the Small Claims Court and enforced as an order of that court.

Conclusion

The landlord's application has been granted and a monetary order issued in the amount stated.

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: December 21, 2016

Residential Tenancy Branch