

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MND MNDC MNSD FF

Introduction

This matter dealt with an application by the landlord for a monetary order for unpaid rent and damage to the rental unit. The landlord also seeks to recover the filing fee for the cost of this application.

The landlord and the tenant both appeared at the hearing, which was held via teleconference, and were afforded the full opportunity to present evidence. I have also considered any written evidence submitted by both parties prior to the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary order, and if so in what amount?

Background and Evidence

The facts of the tenancy are as follows:

- the tenancy commenced on September 1, 2007
- the current monthly rent is \$500.00 per month
- the landlord holds a security deposit in the amount of \$210.00
- the tenant vacated the rental unit on November 3, 2008 after notifying the landlord on October 26, 2008

The landlord's claim is as follows:

- damage to a door in the amount of \$612.20
- damage to a fridge in the amount of \$591.96

- loss of revenue for November and December 2008 in the amount of \$500.00 per month
- filing fee of \$50.00

The landlord's evidence at the hearing is that the tenant damaged the door when he slammed it after she had requested him to move his car. The landlord has submitted photographs which show damage to a safety lock device on the door. The landlord claims that a new door is required and the cost is \$612.20.

The landlord states that the tenant damaged the fridge by puncturing it with a knife while attempting to break through ice in the freezer compartment. The landlord has submitted an estimate for repairs in the amount of \$591.96. The landlord also gave evidence that she has purchased a new fridge at that the cost was \$155.00, but no receipt has been provided.

The landlord's claim for loss of revenue relates to November and December 2008. The tenant vacated on November 3, 2008 and the landlord states that she has not re-rented because the rental unit requires cleaning. The landlord states that she has not made any attempt to clean the unit because she is too busy and that she has not attempted to re-rent the unit.

The evidence of the tenant in relation to the door is that while he was moving his car, the landlord went into the unit and unknown to him, locked the door with the safety bar. When he attempted to open the door, he had to push on the door and part of the safety lock broke off. The tenant also states that the door was already twisted and had been difficult to close since he moved in. He denies any damage other than the safety lock.

The tenant admits that he broke the fridge, which had iced up, and states that he offered to pay the landlord the amount of \$75.00 which is half the cost of a new fridge. He states that the landlord insisted he pay the amount of \$591.96.

The tenant also gave evidence that he vacated the rental unit in a hasty manner upon advice from the police, who had been required to attend the premises on numerous occasions related to problems with the landlord.

Analysis

In regards to the claim for the door, I accept the evidence of the tenant that the door had previously been difficult to close. The landlord's photographs show no damage to the door other than the safety lock. I find that the landlord is entitled to recover the amount of \$20.00 to repair the lock.

The tenant has admitted damaging the fridge, and had offered to pay the landlord the amount of \$75.00. I find that the landlord's claim for \$591.96 is excessive and entirely without any legitimacy. I find that the landlord is entitled to recover the amount of \$75.00 for the new fridge.

In regards to the landlord's claim for loss of revenue for November and December, I find that the landlord has taken no measures at all to attempt to mitigate her alleged loss. She states that she has been too busy to clean the unit, and from the photographs provided I find that the unit was left reasonably clean and would not require more than a few hours of work to be ready to re-rent. The landlord also states that she has made no effort at all to attempt to re-rent the unit.

This tenancy by all accounts was a troubled tenancy that on several occasions required police attendance. The tenant eventually became frustrated and based upon police advice, vacated the rental unit without the normal notice. The landlord has done nothing to mitigate her loss and has claimed excessive amounts in damages with no basis for her claims. I find that the landlord is entitled to loss of revenue in the amount of \$125.00.

Conclusion

I find that the landlord has established a claim in the amount of \$270.00. The landlord may retain the security deposit plus interest in the amount of \$214.01, and I grant the

landlord a monetary order for the balance of \$55.99. The order may be filed with an enforced as an order of the Provincial Court of British Columbia.

Dated: December 8, 2008