



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing was convened in response to an application made by the landlord seeking:

1. A monetary order for damage to the rental unit;
2. A monetary order to recover rent;
3. An order to be allowed to retain the security deposit;
4. An order to recover the filing fee.

### Issues(s) to be Decided

Whether the landlord has met the burden of proving she should be awarded the orders as set out above.

### Background and Evidence

The landlord attempted to end this tenancy by issuing a Notice to End Tenancy for cause effective October 29, 2009. The tenants successfully disputed the notice and the Notice to End Tenancy was cancelled. The landlord testified that despite the cancellation of the Notice the tenants vacated the rental unit and did so without providing proper notice. The landlord therefore seeks rent for the notice period, that is November 2009.

Further the landlord says the tenants vacated without paying the hydro for the month in the sum of \$141.73. In addition, the landlord says she had to hire someone at a cost of \$150.00 to reinstall a chandelier and fan that the tenants had removed in order to hang

their own chandelier and fan. The landlord also says that it was necessary for her to replace the fan at a cost of \$60.00.

The tenants agree they did not give 30 day notice as required by the Act. However, they say they moved in accordance with the landlord's Notice to End Tenancy. The tenant testified that by the time of the hearing on October 13, 2009 they were still of the belief that they would have to be out in accordance with the Notice.

The tenants admit they did not pay the final hydro billing due to difficult financial circumstances arising from health problems. The tenants say they did not re-hang the original chandelier or fan because the landlord had these items and did not return them so they could be reinstalled by the tenants. Further, the tenant says the landlord advised that she would look after this task given that the tenant's husband was so ill.

### Analysis

Based on the evidence of both parties I find that the tenants were served with a notice to end tenancy that they successfully disputed and the tenancy was therefore ordered to continue. With that, if the tenants wished to move they would be required to give proper notice under the Act. The parties agree no such notice was given and I therefore find that the landlord is entitled to 1 month's rent for the notice period in the sum of \$900.00. as the tenants have agreed they did not pay the hydro for the final month in the sum of \$141.73, I find that the landlord is entitled to that sum too.

With respect to the fan and chandelier re-installation I accept the evidence of both parties that the landlord had these items in her possession and the tenants could not have had them reinstalled. If the landlord had agreed to have them reinstalled she should have also let the tenants know that she intended to charge for that service. With respect to purchasing a new fan, I find that the landlord has failed to prove the fan required replacement and that the tenants should be responsible for that cost.

As the landlord has been partially successful in her claim, I will allow her to recover half of the fee paid for this application.

The monetary order in favour of the landlord is calculated as follows:

Rent for November (notice period)	\$900.00
Hydro	141.73
Partial recovery of filing fee	25.00
Less security deposit and interest	-458.47
<b>Balance due to Landlord</b>	<b>\$608.26</b>

### Conclusion

The landlord is provided with a Monetary Order as set out above. This Order must be served on the tenants forthwith. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Provincial Court of British Columbia Small Claims Division.