

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNR, MNSD

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing. Both Parties gave affirmed evidence.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence

The tenancy began on July 1, 2008 and ended on March 3, 2011. The tenants were obligated to pay \$1700.00 per month in rent in advance and at the outset of the tenancy the tenants paid an \$850.00 security deposit. The landlord's testimony is as follows; a signed move in condition inspection was done in July 2008, the tenant gave notice to move out of the rental unit on February 1, 2011, the landlord attempted on three different occasions to set up a move out condition inspection however the tenant would not respond to calls, the tenant made a partial rent payment for the month of February with \$500.00 still outstanding, the tenant did not move out until March 3, 2011 and the tenant left the place in such disrepair the landlord incurred costs to clean and repair the unit to make it suitable for re-renting, the landlord was unable to rent for the month of March due to the condition the tenants left the unit, and the tenant never provided their forwarding address in writing.

The tenant testified to the following; she did give her notice to move out on February 1, 2011 but was out of the unit by February 27, 2011, her rent was reduced to \$1500.00 by the landlords husband because of some marital issues the tenant was dealing with, the remainder of the rent was to be taken from the security deposit, the rental unit was in bad shape when she moved in with worn carpets, stains, mould and plumbing that wasn't working properly.

### Analysis

The tenants provided some documentary evidence that was not helpful. When I asked the tenants questions during the hearing, they would offer a version of the events, and

then when I asked to clarify a specific point they would offer another version. The tenants were unable to dispute the documentary evidence provided by the landlord and in their own testimony confirmed that they had not give the landlord proper notice that they would be moving out. The tenants testified that the unit was in bad shape when they moved in, however I find this to be in direct contrast to the evidence provided by the landlord. The tenant's testimony was inconsistent and contradictory. I do not accept the tenant's version of the events.

The landlord has provided extensive documentary evidence including before and after photos of the rental unit, receipts and work orders. The landlord has proven that the tenant gave late notice to move out and did not leave the unit in a reasonable condition as is required under the Act. I accept the landlord's testimony and evidence.

### Conclusion

In summary, the landlord has been successful in the following claims:

Unpaid Rent	\$ 500.00
Loss of Revenue (March)	\$ 1700.00
Filing Fee	\$ 50.00
Repairs and Cleaning	\$ 1324.45
	\$
	\$
<b>Total:</b>	<b>\$ 3574.45</b>

The landlord has established a claim for \$3574.45. I order that the landlord retain the deposit and interest of \$6.41 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2718.04. This order may be filed in the Small Claims Court 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 27, 2011.

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Residential Tenancy Branch