



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for unpaid rent; for damage to the rental unit; to keep the security deposit; and to recover the filing fee associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a bachelor suite in a multi-unit complex. Pursuant to a written agreement, the tenancy started on July 1st, 2008. The rent is \$765.00 and the tenants paid a security deposit of \$382.50. Condition inspection reports were completed at the start and the end of the tenancy.

The landlord testified that the tenants abandoned the suite sometime in June without paying that month's rent and without giving proper notice. She stated that the suite was re-rented for July, but that repairs were done to the carpets and additional cleaning was required, as pointed out in the condition inspection report. The current resident manager was not the one who completed the report on move-in. He testified that he did the move-out on June 17th without the tenants because they had already left.

The landlord submitted a claim as follows:

- Unpaid rent for June 2011:	\$ 793.00
- Parking fee:	\$ 35.00
- Cleaning & supplies:	\$ 85.00
- General repairs:	\$ 500.00
- Total:	\$1413.00

The tenant testified that she told the resident manager that she could not afford the rent for June, and that the resident manager advised her not to submit a notice to end tenancy. The tenant said that the manager told her that he would give her a notice to end tenancy, that she could just abandon the suite, and that she would not be obliged to pay rent for June. The resident manager said he is new and that he does not recall the conversation in those exact terms. Concerning damages, the tenant said that the resident manager on duty when the tenancy started told her to identify the deficiencies with the rental unit and to record them on the report, and that he did not do a move-in inspection. She said that there were already some damage to the carpets, however agreed that she caused additional stains that she could not remove.

In her documentary evidence, the landlord provided a copy of the condition inspection report, showing a move-in inspection of July 1st, 2008, and a move-out inspection of June 17th, 2011.

Analysis

Landlords and tenants have a statutory obligation towards the Act, not towards someone's interpretation of the Act. Section 26(1) specifies in part that a tenant must pay the rent when it is due under the tenancy agreement whether or not the landlord complies with the Act. Section 45(1) further states in part that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord received the notice. On the evidence presented I accept that the tenants did not pay rent for June 2011, that they left without leaving proper notice, and that the landlord is entitled to recover that month's rent.

Concerning the damages, the landlord did not provide specific details to ascribe the damage to the carpet and the linoleum caused by the tenants. The condition inspection report is of little value as it merely reflects that they were stained and had holes as of November 27th, 2010, and does not support with precision, such as with photographs, the claim for damage at the end of the tenancy. Nor am I persuaded that the move-in and move-out inspections were completed as required by the Act. The landlord provided an invoice of \$986.25 for carpet repair against which she charged, as she put it, a "guesstimate" of \$500.00 against the tenants. I find insufficient evidence to support the test for damage beyond reasonable wear and tear for the full amount. Based on the parties' testimony and the tenant's admission of stains on the carpet, I grant the landlord a nominal award of \$100.00 for that aspect of her application.

I do accept on the evidence that additional cleaning was required and I grant the landlord's claim of \$85.00 in that regard.

Conclusion

The landlord established a claim as follows:

- Unpaid rent for June 2011: \$ 793.00
- Parking fee: \$ 35.00
- Cleaning: \$ 85.00
- General repairs: \$ 100.00
- Sub-total: \$1013.00

I authorize the landlord to retain the tenants' \$382.50 security deposit for a balance owing of \$630.50. Since the landlord's application had merit, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$680.50.

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: September 23, 2011.

Residential Tenancy Branch