



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNSD

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$1401.61, a request for recovery of the filing fee of \$50.00, and a request retain the full security deposit towards the claim.

Background and Evidence

The applicant testified that:

- The tenants did not give the required one month Notice to End Tenancy, serving him with the notice on November 3, 2011, to vacate on November 30, 2011.
- As a result of the short notice he was unable to re-rent the unit for the full month of December 2011 although he was able to re-rent it for one week.
- He therefore lost \$733.33 in rental revenue for the month of December 2011.

- When the tenants vacated they also left the hardwood floor in the rental unit scratched and as a result it will have to be repaired.
- He has gotten 2 quotes for repair that have been supplied with his evidence package, one quote for \$560.00 and one quote for \$518.00.
- He originally had been claiming for damaged blinds however he is withdrawing that portion of the claim.
- A final move out inspection was not done because the tenants told him that they would not participate.
- He never served the tenants with a Notice of Final Opportunity to Schedule a Condition Inspection as he was unaware of the requirement to do so.

The tenants testified that:

- Since the landlord collected mail at various mailboxes, they put their Notice to End Tenancy in their own mailbox on October 27, 2012.
- The landlord therefore did have proper Notice to End Tenancy.
- They also gave the landlord notice by hand on November 3, 2012.
- They agree that there was no damage to the hardwood floor when they moved into the rental unit; however there was also no damage to the hardwood floor when they moved out of the rental unit.
- The photos supplied by the landlord are quite blurry and they also have no way of knowing when those were taken. Therefore this may not even be the hardwood floor in the unit rented, or the damage could have occurred after they had already vacated.
- They never told the landlord that they would not do a move out inspection; they only stated they would not do it on the date he proposed because they wanted to get someone to accompany them as they did not feel safe with the landlord.
- The landlord never got back to them with another date.

Analysis

Lost rental revenue

It is my decision that the tenants did not give the required one clear month Notice to End Tenancy.

The tenants had the landlords address on their copy of the tenancy agreement and therefore could have mailed their Notice to End Tenancy to that address.

It is my decision that it was unreasonable for the tenants to believe that the landlord would receive the Notice to End Tenancy if they placed it in their own mailbox.

Further, although the tenants claim that they put the notice in their mailbox, the landlord has testified that he never found a copy of the Notice to End Tenancy in the tenant's mailbox.

I therefore allow the landlords claim for lost rental revenue for the month of December 2012 in the amount of \$733.33.

Damaged flooring

I also allow the landlords claim for damaged flooring, as I find it very unlikely that this damage occurred after the end the tenancy.

The tenants have suggested that the landlord would do anything to get money from them; however I am not convinced that the landlord would scratch the floor in his rental unit simply to attempt to collect more money from the tenants.

Since the floor has not yet been repaired I will allow the lower of the two quotes \$518.00

Filing fee

I also allow recovery of the \$50.00 filing fee.

Conclusion

I have allowed \$1301.33 of the landlords claim and I therefore order that the landlord may retain the full security deposit of \$550.00 and have issued a monetary order in the amount of \$751.33.

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: February 22, 2012.

Residential Tenancy Branch