



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

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.

Issues to be Decided

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord gave the following testimony; the tenancy began on or about May 1, 2010, and ended on February 8, 2012, by leaving the keys on the counter and the front door unlocked. Rent in the amount of \$790.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$395.00. The tenant failed to pay rent in the month(s) of February 2012 and the landlord served the tenant with a notice to end tenancy. The landlord stated the tenants refused to sign the condition inspection report upon move in and move out of the unit. The landlord stated the unit was left dirty and in disrepair that required a lot of cleaning and work, some of which the landlord has not been able to conduct due to the cost, was unable to rent the unit till March 1, 2012.

The tenant's gave the following testimony; deny that they ever refused to sign the move in or move out condition inspection report, feel they are only liable for the first ten days of rent, stated the landlord rented out the unit one week after they had left, feel that

\$100.00 would more than cover any cleaning and damage to the unit, were prepared to return to do any cleaning required but the landlord had changed the locks after they had left the unit.

Analysis

As explained to the parties during the hearing, the onus or burden of proof is on the party making the claim. In this case, the landlord must prove their claim.

The landlord testified that the tenant refused to sign the move in inspection until her son reviewed it and then would submit a signed copy, which he never did. The tenant's stated that they never signed because the landlord didn't conduct an inspection at anytime. The landlord was clear and consistent throughout the hearing about the issue of the unsigned inspection report, the tenants were not; they were unsure of the timeline of events which raises more questions than answers. The tenants stated on several occasions that they had a lot of "evidence" to support their position but have been too busy to organize it. The tenant's did not submit any "documentary" evidence for this hearing. On the balance of probabilities I accept the testimony and supporting photos of the condition of the unit as purported by the landlord.

The landlord submitted many "estimates of costs" to repair the damage. It was explained in great detail that only items in which the landlord could provide proof of actual financial loss would be considered. For the sake of clarity and brevity only the items that the landlord provided documentation will be addressed.

I will deal with the landlords claims as follows;

First Claim - The landlord is seeking \$790.00 for the loss of revenue for the month of February 2012. The tenant's acknowledge that they did not pay the rent however feel that they are only liable for the first 10 days. The tenant's have a responsibility to leave the unit in a reasonable condition that meets cleanliness and liveability standards to allow the landlord the ability to mitigate his loss. Based on the landlords testimony and

supporting documentation I do not find the tenants did this. I am satisfied that the landlord has proven this portion of his claim and I award him \$790.00.

Second Claim – The landlord is seeking \$110.88 for carpet cleaning. The landlord has submitted a receipt in that amount. I am satisfied that the landlord has proven this portion of his claim and I award the landlord \$110.88.

Third Claim – The landlord is seeking \$143.81 for cleaning supplies, light bulbs, light shade and other small miscellaneous parts for the unit. The landlord has supplied receipts to support this portion of his claim. I am satisfied that the landlord has proven this portion of his claim and I award him \$143.81.

Fourth Claim – The landlord is seeking compensation for the labour involved to make the repairs and conduct the cleaning of the unit as he did much of the work himself. The landlord is seeking \$15.00 per hour of work. I find that based on the supporting documentation and the scope of work conducted the landlord is entitled to 20 hours X \$15.00 per hour = \$300.00.

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

Loss of Rent Feb 2012	\$790.00
Cleaning supplies, misc parts	\$143.81
Labour	\$300.00
Filing Fee	\$ 50.00
	\$
Total:	\$1394.69

The landlord has established a claim for \$1394.69. I order that the landlord retain the \$395.00 deposit in partial satisfaction of the claim and I grant the landlord an order

under section 67 for the balance due of \$999.69. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$999.69. The landlord is entitled to retain the security deposit.

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: May 30, 2012.

Residential Tenancy Branch