



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application filed by the landlords seeking:

1. A monetary order for rent, damages and compensation for loss;
2. An Order to be allowed to retain the security deposit; and
3. Recover the filing fee paid for this application.

The landlord withdrew his application for substituted service.

Both parties appeared at the hearing and gave evidence under oath.

Issue(s) to be Decided

Is the landlord entitled to the Orders sought?

Background and Evidence

This tenancy began on September 15, 2009 and ended in May 2011. Rent was fixed at \$1,500.00 per month and the tenant paid a security deposit of \$650.00 on September 10, 2009.

The landlord issued a 10 day Notice to End Tenancy for unpaid rent on May 2, 2011. The Notice was posted on the door to the rental unit and on May 20 the landlord's son attended to inspect the premises. He found the exterior doors unlocked and a key left in the deadbolt. The landlords had the locks changed on the rental unit and gave the tenant an opportunity to complete a move out inspection on May 26. The landlord says the tenant did not take all of her possessions with her and she had not done a move-out cleaning. The landlord say the tenant said she did not have time to do a proper cleaning given the 10 day Notice. The landlords are claiming the following:

Rent for May	\$1,500.00
--------------	------------

Loss of revenue for June	1,500.00
Return Airfare (Fort McMurray-Langley)	557.74
Eric Bentzin – labour costs for clean up	457.15
LMB towing – bin rental for removal of goods left behind	748.84
Roger Chevrier – repaint family room	542.08
Roger Chevrier – Landry room - repaint & replace flooding	769.44
Mary Landry – clean up \$15.00 per hour x 108 hours	1,620.00
Dan Jillings – clean up labour	120.00
Michelle Landry – clean up labour	120.00
Total	\$7,935.25

The landlord did not submit a move-in inspection however he did submit a Condition Inspection Report with the “move out” portion of the report completed. On that report it is noted that the “Tennat agrees with the need to haul away remaining items and floor damage carpet damage...” (*reproduced as written*).

The tenant testified that in accordance with that notice she vacated the rental unit on May 13, 2012. The tenant agreed that she left some goods behind in the rental unit and that she agreed to pay for their removal although she did not expect it to cost as much as the landlord is claiming. The tenant agrees she signed the move out portion of the Condition Inspection report but states that she did not agree that the report fairly represented the condition of the rental unit because “...many of the damages pointed out are existing from when I moved in...” (*reproduced as written*).

Analysis

TEXT

Conclusion

TEXT

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: July 03, 2012.

Residential Tenancy Branch