

DECISION

Dispute Codes MND, MNR, MNDC, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and the recovery of the filing fee.

Both parties have attended the hearing by conference call and gave testimony. Both parties have acknowledged receiving the evidence submitted by the other party. As both parties have attended the hearing and have acknowledged receiving the evidence submitted by the other, I am satisfied that both parties have been properly served as deemed under the Act.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Background, Evidence and Analysis

This Tenancy began on August 15, 2011 on a fixed term tenancy until February 1, 2012 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$1,200.00 payable on the 1st of each month. No security deposit was taken. Both parties agreed that a condition inspection report was completed together on April 30, 2012 as submitted in the Landlord's documentary evidence.

The Landlord states that a verbal notice from the Tenant was received on March 27, 2012 that the Tenant would be vacating the rental unit by April 30, 2012. Both parties agreed that the Landlord requested written notice to vacate. The Tenant states that a letter dated March 28, 2012 was posted by regular mail on the same date to the Landlord. The Landlord states that the letter dated March 28, 2012 was received April 2, 2012. The Tenant disputes that the notice was received after April 1, 2012.

The Landlord seeks compensation for the following because of deficient work provided by the Tenant's contractors. The Tenant disputes this. The Landlord has provided their

witness, M.H. a professional contractor to comment on the work performed by the Tenant's contractors. The witness, M.H. provided in direct testimony that he provided an invoice for the work performed and stated that walls were "re-textured improperly" and that "a rough patch job" was done. According to the witness, this required the walls to be "re-done". The witness goes on further to state that if any of his workers performed such work that they would have been dismissed from his employment. The Landlord has also submitted photographs.

The Landlord seeks a monetary order for \$4,750.00 for damage to the rental, for the lost of rental income due to the unit being un-rentable. This amount was amended during the hearing because of receipts are now filed and the original amount was based upon estimates. This consists of the following based upon both the Landlord's documentary and direct evidence.

Unpaid rent for May 2012	\$1,200.00
Utilities	\$128.20
Repair and Texture bedroom	\$540.40
Paint East Wall in Dining Room	\$113.50
Clean Blinds and Drapes	\$165.00
General Cleaning	\$300.00
Electrical Repairs	\$280.00
Michael Hill Invoice	\$750.00
General Repairs	\$712.59

The Landlord has submitted receipts/invoices for the above noted expenses in their documentary evidence. The Tenant has also submitted receipts for work performed on the rental property.

The Landlord states that the Tenant failed to provide proper 1 month notice to end the tenancy and because the rental unit required repairs to make it rentable. The Tenant disputes this stating that the notice to vacate dated March 28, 2012 was sent by regular Canada Post and should have arrived before the end of March 2012.

I accept the Landlord's evidence that notice dated March 28, 2012 to vacate the rental unit was received in writing on April 2, 2012 by the Landlord. I note that March 31 and April 1 fall on a weekend and that no mail is delivered on the weekend. The Tenant is unable to provide any evidence to satisfy me that the written notice was received before May 1, 2012.

I also find on a balance of probabilities based upon the Landlord's documentary evidence and the witness, M.H. that the Tenant left the rental unit deficient requiring the Landlord to have the work re-done. Although the Tenant dispute the Landlord's claims, I find that the Tenant's dispute is contradicted by the completed condition inspection report and the photographic evidence submitted by the Landlord. The Tenant is responsible for the costs incurred by the Landlord. The Landlord's monetary application is granted for \$4,189.59. The Landlord is also entitled to recovery of the \$50.00 filing fee. The Landlord is granted a monetary order for \$4,239.59. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$4,239.59.

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 20, 2012.

Residential Tenancy Branch