



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, FF, O

### Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The Tenant has acknowledged receiving the Landlord's notice of hearing and evidence package. The Tenant has not submitted any documentary evidence. As both parties have attended and have confirmed receipt of the submitted evidence, I am satisfied that both parties have been properly served.

It was clarified at the beginning of the hearing that the Landlord only seeks a monetary claim for damages and recovery of the filing fee.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

### Background, Evidence and Analysis

This Tenancy began on September 2, 2010 on a fixed term tenancy until September 1, 2011 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$1,300.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$650.00 was paid on September 1, 2010. Both parties confirmed that no condition inspection reports for the move-in or the move-out were completed.

The Landlord seeks a monetary claim of \$1,284.74. This consists of a \$283.36 expense of replacing an interior door, \$22.38 for the replacement of a thermostat, \$100.00 for carpet cleaning costs and \$229.00 for the cost of a truck rental and \$650.00

to retain the security deposit because the Tenant did not resolve the dispute within a timely manner.

The Tenant has conceded the \$100.00 carpet cleaning claim made by the Landlord. The Landlord states that an interior door was damaged and that there was a missing thermostat at the end of the tenancy. The Tenant disputes the remaining portions of the Landlord's claim. The Landlord relies on a letter of his current Tenant. The letter claims that while the Tenant was moving out, the new Tenant was attempting to move-in. Both parties have confirmed that the Tenant was in the process of moving out on June 30, 2012 and completed the move-out around 9:00 pm. The letter dated August 1, 2012 provided by the Landlord's new tenant states that the Tenant agreed in their presence to "replace the broken door, cover the \$100.00 cleaning fee and replace the thermostat within 2 weeks of him moving out." The Tenant disputes this.

The Landlord is successful in his claim of \$100.00 for carpet cleaning as the Tenant has conceded this portion of the claim. Concerning the Landlord's claim to retain the \$650.00 security deposit, I dismiss this portion of the claim for lack of jurisdiction. Both parties conceded during the hearing that the security deposit was previously dealt with on October 4, 2012 in the Tenant's application for dispute resolution for the return of the security deposit.

As both parties have confirmed in their direct testimony that the Landlord allowed the new tenant to move in on June 30, 2012 instead of July 1, 2012, a day early, I find that the Landlord has failed to establish his claim for recovery of the \$229.00 truck rental cost. The end of tenancy is normally at or before 1:00 pm on the 1<sup>st</sup> of the month unless both parties agreed to another time. Both parties have confirmed that no such agreement took place. The Landlord is solely responsible for allowing the new tenant to move in early by 1 day and has not provided sufficient evidence to satisfy me that the Tenant was responsible for any delay which caused the new tenant to incur an additional truck expense.

I find on a balance of probabilities that the Landlord has established a claim for damages to the rental, the \$283.36 cost of the replacement door as indicated on the invoice provided by the Landlord. Although I rely on the new tenant's letter as confirmation that there was a missing thermostat at the end of the tenancy, the Landlord has failed to provide any evidence that a new thermostat was bought to replace it. The Landlord relies on a receipt for a thermostat that he bought in 2011. I dismiss this portion of the Landlord's monetary claim for the \$22.83 thermostat.

The Landlord has established a monetary claim of \$383.36. As the Landlord is only partially successful in his monetary claim, I order that the Landlord is entitled to recovery of \$25.00 of his filing fee. I grant a monetary order under section 67 for the Landlord in the amount of \$408.36.

### Conclusion

The Landlord is granted a monetary order for \$408.36.

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: January 14, 2013

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Residential Tenancy Branch

