



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR 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. The landlord and two tenants participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began in July 2003 and ended on July 1, 2012. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$1200. At the end of the tenancy, the monthly rent, payable in advance on the first day of each month, was \$2700.

Landlord's Evidence

The landlord stated that on June 7, 2012, the tenants gave the landlord late verbal notice that they would be vacating the rental unit at the end of June. The tenants still had some possessions in the rental unit on July 4, 2012. The landlord went away on vacation, and he was not able to deal with the rental unit until he returned. The tenants had not done cleaning or carpet cleaning, they left garbage behind, they painted some walls without permission of the landlord, and the hardwood floors were scratched and water-stained. The landlord re-rented the rental unit in September 2012.

The landlord has claimed the following amounts:

- 1) \$2700 in lost revenue for July 2012
- 2) \$728 for repainting and ceiling repairs – two basement bedrooms and the dining room were painted dark green, and required primer and two coats of paint. The unit had been previously painted before the tenants moved in, in 2003

- 3) \$1820 for repairs to the hardwood floors – the hardwood floors were approximately 18 years old.
- 4) \$550 for carpet cleaning and general cleaning

In support of his application, the landlord provided invoices and photographs of damage to the rental unit.

Tenants' Response

The tenants acknowledged that they left some books, debris and garbage behind. They also acknowledged that they caused bleach stains on the carpet. During the tenancy the landlord was reluctant to do ongoing maintenance and repairs, and the structure of the house was neglected. The landlord had to do structural repairs before he could re-rent the unit, and it is not the fault of the tenants that the landlord could not do his work while he was on vacation.

The tenants stated that damage to the rental unit was the result of normal wear and tear on an old house. The finishing on the hardwood floor was worn out, and the water damage was caused by leaks from the skylight. The landlord later repaired the skylight.

Analysis

Upon consideration of the evidence, I find that the landlord is not entitled to any portion of his monetary claim.

The landlord was aware by June 7, 2012, that the tenants were intending to move out. The landlord stated that he went on vacation and therefore did not immediately address issues with the rental unit. I find that the landlord did not take reasonable steps to attempt to re-rent the unit as soon as possible, and he therefore is not entitled to lost revenue for July 2012.

The evidence demonstrates that the tenants did paint some rooms in a dark green colour, and there was some debris left behind; however, the landlord's receipts do not break down in sufficient detail what the costs were for painting as opposed to repairs, or carpet cleaning as opposed to general cleaning. The landlord did not provide evidence of the condition of the rental unit, including the hardwood floors, at the outset of the tenancy; nor did the landlord take into account depreciation of the paint, the hardwood floors or the carpets.

As the landlord's claim was not successful, he is also entitled to recovery of the filing fee for the cost of his application.

Conclusion

The landlord's application is dismissed.

The tenants are entitled to return of their security deposit and applicable interest. I grant the tenants an order under section 67 for the balance due of \$1242.51. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 25, 2013

Residential Tenancy Branch

