



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, 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.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The tenancy began on August 1, 2012 and ended on December 30, 2012. The tenants were obligated to pay \$1500.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$750.00 security deposit.

The tenants' agent confirmed that the tenant's had received all evidence and the Notice of Dispute Hearing package for this hearing. The tenants' agent stated that the tenants are working "up north" and was unable to participate in this hearing. The tenant's agent advised that the tenants' were still working on putting their evidence together and that they had "a lot of stuff about rats and water leaks". It was explained to both parties that the hearing and the decision would only be based on the items that were applied for and that are before me. It was explained that the parties were at liberty to file a separate

application if they are unable to work out any outstanding issues. Both parties acknowledged that they understood.

As the landlord is the sole applicant in this matter I will address the landlords' claims and my findings around each as follows.

First Claim – The landlord is seeking \$1500.00 for loss of revenue. The landlord gave testimony that the tenant sent a text message on December 24, 2012 that they would vacate the unit by December 31, 2012. The landlord made attempts to rent the unit by the first of January but was unsuccessful. The tenant's agent stated he was "pretty sure" the tenants gave one months' notice, however the tenants did not provide any documentation for this hearing. The Act clearly states a tenant must give one month's proper notice when ending a tenancy, in the case before me the tenants gave six days notice. I find that the landlord is entitled to \$1500.00 in loss of revenue for the month of January 2013.

Second Claim – The landlord is seeking \$112.00 for carpet cleaning. The landlord is relying on a clause in their tenancy agreement that the tenants must clean the carpets once per year and at the end of the lease. The tenants resided in the unit for five months. The tenants' agents stated that the carpets were already very old and worn yet left clean by the tenants. The landlord acknowledged that a move in or move out condition inspection report had not been conducted. It was explained to the landlord in great detail that the move out inspection is a vital tool as part of a tenancy. Without knowing the condition of the carpets at move in or whether the carpets had been cleaned prior to the subject tenants moving in I am unable to ascertain the change if any in condition by the time the tenant's moved out. Based on the above I dismiss this portion of the landlords' application.

Third Claim- The landlord is seeking \$651.59 for the unpaid gas bill. The landlord provided the bills and the tenancy agreement to support this portion of her claim. The

tenants' agent did not dispute this portion of the landlords claim. I find that the landlord is entitled to \$651.59.

Fourth Claim – The landlord is seeking \$255.83 for the unpaid portion of the electricity bill. The landlord provided the bill and the tenancy agreement to support this portion of her application. The tenant's agent did not dispute this portion of the landlords claim. I find that the landlord is entitled to \$255.83.

Fifth Claim – The landlord is seeking \$68.00 for rubbish removal and dumping fees. The landlord provided pictures taken after the tenancy had concluded depicting garbage and personal items strewn about the yard and left behind. The tenant's agent stated that those items had always been there and that none of those items belonged to the tenants. The landlord submitted a copy of a message that the tenant confirmed that the items are to go to the "dump". I find that the landlord is entitled to \$68.00.

Sixth Claim - The landlord is seeking \$95.20 for the repair of a garburator. The landlord provided a receipt from the serviceman that states a penny was jammed into the pump. The tenant's agent stated "I'm pretty sure it was still working when they moved out". In the absence of any disputing evidence from the tenants agent I accept the version as purported by the landlord and find that she is entitled to \$95.20.

Seventh Claim – The landlord is seeking 50% of \$126.00 for the extermination of rats. No testimony or evidence was submitted for this hearing in regards to that amount and accordingly I dismiss this portion of the landlords' application.

Eighth Claim – The landlord is seeking \$303.35 for the replacement of "turf". The landlord advised that she has not undertaken this task at this time and did not submit any evidence of "out of pocket costs"; accordingly I dismiss this portion of the landlords' application.

Conclusion

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

Loss of Revenue	\$1500.00
Fortis Gas	\$ 651.59
B.C. Hydro	\$255.83
Recycling Fee	\$68.00
Garburator Repair	\$ 95.20
Filing Fee	\$ 50.00
Total:	\$2620.62

The landlord has established a claim for \$2620.62. I order that the landlord retain the deposit and interest of \$750.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1870.62. 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: April 09, 2013

Residential Tenancy Branch