



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, 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. 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 December 1, 2012 and ended on January 12, 2013. The tenants were obligated to pay \$950.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$475.00 security deposit.

As explained to the parties during the hearing, the onus or burden of proof is on the party making the claim. In this case, the landlord must prove their claim. When one party provides evidence of the facts in one way, and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

The tenant stated that he had many unresolved issues with the landlord and wanted to address them during this hearing. It was explained to both parties that today's hearing dealt with the only the items the landlord applied for and that each party is at liberty to file a separate application for dispute resolution if they are unable to resolve other issues. Both parties indicated that they understood.

I address the landlord's claims and my findings around each as follows.

First Claim - The landlord is seeking \$950.00 for unpaid rent for the month of January 2013 and \$950.00 for the loss of revenue for the month of February 2013 and the \$7.00

returned cheque fee from the bank for a total of \$1907.00. The tenants' rent cheque for January 2013 "bounced". The tenants moved out on January 12, 2013 without notifying the landlord or providing any notice. The tenant agreed that they had not paid the rent for January but felt justified in doing so due to the poor condition of the unit. The landlord posted the ad on the internet in attempts to re-rent the unit for February 1, 2013. Although the landlord "refreshed" the ad she was unable to rent the unit. The landlord provided a copy of the returned cheque from the bank. Based on the above I am satisfied that the landlord is entitled to \$1907.00.

Second Claim – The landlord is seeking \$300.00 for lock replacement and \$13.00 for the replacement of keys for the; bike room, utility room, and mailbox. The tenant does not dispute that the locks were changed but stated it was done for security measures and was unable to meet up with the landlord to provided copies of the keys. The tenant did not have the landlords' permission to change the locks nor did they have an order from Residential Tenancy Branch to do so. I am satisfied that the landlord is entitled to \$313.00.

Third Claim – The landlord is seeking \$166.88 for carpet cleaning. The tenant adamantly disputes this portion of the landlords claim and stated the unit was extremely dirty when they moved in. The landlord acknowledged that a move in or move out condition inspection report was not conducted. It was explained to both parties that the inspection report is a vital tool as part of a tenancy. The landlord was unable to provide sufficient evidence of the condition of the unit at move in for me to ascertain the changes to the unit, if any at move out. The landlord has not satisfied me of this portion of their claim and accordingly; I dismiss this portion of their application.

Fourth Claim – The landlord is seeking \$45.00 for the replacement of an electronic fob. The tenant disputes this claim. The landlord was unable to provide documentation or any out of pocket costs to support this claim. I dismiss this portion of the landlords claim.

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

Unpaid Rent January 2013	\$950.00
Loss of Revenue February 2013	\$ 950.00
Returned Cheque Fee	\$ 7.00
Lock Replacement	\$300.00

Key Replacement	\$ 13.00
Filing Fee	\$ 50.00
Total:	\$2270.00

Conclusion

The landlord has established a claim for \$2270.00. I order that the landlord retain the \$475.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1795.00. 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 11, 2013

Residential Tenancy Branch