



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNR, MNSD

### 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 February 1, 2012 and ended on February 28, 2013. The tenants were obligated to pay \$1850.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$925.00 security deposit.

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

**First Claim-** The landlord is seeking electricity and gas utilities costs in the amount of \$256.17. The tenants do not dispute this amount. The landlord is entitled to \$256.17.

**Second Claim** - The landlord is seeking unpaid rent for the month of February and loss of revenue for the month of March for a total of \$3700.00. The tenants dispute this

claim. The tenants acknowledge that the rent cheque for February 2013 did come back "NSF" but that was due to a miscommunication and that the rent was paid for the month of February on February 11, 2013. The tenants dispute that they should have to pay the rent for March as the tenancy ended on February 28, 2013. The landlord stated that the tenants didn't move out until March 4, 2013 and was not able to rent the unit for that month. In the tenants own testimony they conceded that they were still cleaning the unit on March 3, 2013. I am satisfied that the landlord has provided sufficient evidence to support this claim. The landlord is entitled to \$3700.00.

**Third Claim-** The landlord is seeking \$150.00 for rubbish removal from the yard. The tenant does not dispute this portion of the landlords claim. I find that the landlord is entitled to \$150.00.

**Fourth Claim-** The remainder of the landlords claim is for renovations and repairs that she states were required due to the tenants' negligence and abuse. The landlord is seeking \$5363.83 for the replacement of carpet, painting, cleaning, rubbish removal, replacing a fridge, stove repair, window repairs, door repairs, and for parts and supplies. The tenants adamantly dispute this claim. The tenants stated that the unit was left in very good condition and was the same if not better than when they got it. The tenants disputed the validity and authenticity of many of the landlords' receipts and invoices. The landlord stated that she had fully renovated the unit and that she could provide receipts to prove it if she had to.

The landlord did not submit any of the receipts to support that claim. In addition, the landlord acknowledged that she did not conduct a move in or move out condition inspection report, "just an oral one". It was explained in great detail to the landlord the vital and useful nature of the inspection report. Without the condition inspection report or any other supporting documentation I am unable to ascertain the changes from the start of tenancy to the end of tenancy, if any. The landlord has not provided sufficient evidence to support this portion of his claim and I therefore dismiss this portion of their application.

As the landlord has been partially successful in their claim I grant them the recovery of half their filing fee in the amount of \$50.00.

Conclusion

The landlord has established a claim for \$4156.17. I order that the landlord retain the \$925.00 deposit .I grant the landlord an order under section 67 for the balance due of \$3231.17. 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: June 05, 2013

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Residential Tenancy Branch

