



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary order and order to retain the security deposit in partial satisfaction of the monetary claim. The hearing was conducted by conference call. The landlord's and the named tenant called in and participated in the hearing.

Issue(s) to be Decided

Are the landlords entitled to a monetary award and if so, in what amount?
Are the landlords entitled to retain the security deposit?

Background and Evidence

The rental unit is a suite in the landlord's house in Vancouver. There is a written tenancy agreement, but a copy was not submitted as evidence. The tenant began in November, 2010. The initial monthly rent was \$1,050.00. The tenants paid a \$525.00 security deposit before the tenancy began. The landlord testified that the rent increased by \$40.00 to \$1,090.00. The additional amount was for cable and internet services.

The landlord testified that the tenant moved out in March without giving proper notice and without paying the full amount of the rent for March. He testified that the tenant damaged the counter in the rental unit, broke the handle to the fridge, did not properly clean the unit and abandoned a broken couch in the unit that the landlord will have to pay to have hauled away from the rental property. The landlord claimed a monetary order in the amount of \$900.00. The landlord testified that the tenant paid \$525.00 rent in cash on March 7, 2013. He provided a receipt for the payment that contained a note that an additional \$565.00 was to be paid when the tenant received her pay cheque.

The tenant said that she gave the landlord verbal notice that she was moving because her room-mate was moving to Saskatchewan. She said that she gave the landlord more than one month's verbal notice. The tenant testified that she paid the landlord the sum of \$1,125.00 in cash on March 8, 2013, but she did not get a receipt. She testified that she moved out on March 14th. The tenant said that the landlord agreed to keep her broken couch and told her that she did not need to take it away. The tenant testified

that she properly cleaned the rental unit. She denied damaging the counter top and she said that the refrigerator door handle had been broken and mended with glue before her tenancy began.

Analysis

The tenant did not provide any supporting documents such as a bank withdrawal slip to support her testimony that she paid \$1,125.00 in cash as March rent. She did not explain why she paid more than was due for March rent. I did not find the tenant's testimony on this point to be credible; I find it more likely that the tenants paid only a portion of March rent knowing that the tenant intended to move out before the end of the month and having in mind that the landlord held the tenants' security deposit.

I find that the tenants did not give proper written notice before they moved out in March and I find that the tenant paid only \$525.00 on account of March rent, leaving the sum of \$565.00 outstanding. The landlord has not provided any invoices for the cost of cleaning or repairs and there is no condition inspection report documenting the condition of the rental unit either at the beginning or the end of the tenancy. In the absence of such evidence I do not allow any amounts for cleaning or for repairs. I do find that the tenant abandoned her couch at the rental unit and the landlord will be put to some trouble and expense to dispose of it. I award the landlord \$50.00 for time and expense to dispose of the couch.

Conclusion

I award the landlord \$565.00 for unpaid rent for March. I award \$50.00 for the couch disposal. The landlord is entitled to recover the \$50.00 filing fee for a total award of \$665.00. All other claims by the landlord are dismissed. This claim is allowed as against the tenant, W.P.only. The co-tenant was not served with the application and the claim against her is dismissed. I order that the landlord retain the tenants' \$525.00 security deposit in partial satisfaction of this award and I grant the landlord a monetary order under section 67 for the balance of \$140.00. This order may be registered 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: August 07, 2013

Residential Tenancy Branch

