



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

There are applications filed by both parties. The Landlord has made an application for a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss, to keep all or part of the pet damage and/or security deposits and recovery of the filing fee. The Tenant has also made an application for a monetary order for the return of double the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. Although the Residential Tenancy Branch did not receive the Landlord's evidence package, through direct testimony the Tenant has confirmed receipt of the Landlord's documentary evidence package and its contents. The Landlord has also confirmed receipt of the Tenant's documentary evidence package. As such, I am satisfied that both parties have been properly with the notice of hearing package and the submitted documentary evidence of the other party.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Is the Tenant entitled to a monetary order?

Background and Evidence

Both parties agreed that this tenancy ended on August 31, 2013 and that the Landlord received the Tenant's forwarding address in writing on September 3, 2013. The Landlord currently holds the \$775.00 pet damage deposit and the \$775.00 security deposits in trust.

The Landlord seeks a monetary order for \$987.50. This consists of a claim for \$387.50 for the loss of rental income of 1 week and \$600.00 for recovery of painting costs for the ceiling. The Tenant disputes this claim. The Landlord states that the Tenant failed to provide 1 months notice to end tenancy until August 3, 2013. The Tenant disputes this stating that the notice was sent by email on July 30, 2013. The Landlord confirmed this in her email, but stated that she did not receive the email until August 3, 2013. The Landlord states that she immediately upon receiving this notice advertised the rental unit, but was not successful in re-renting the unit until 1 week into September 2013. The Tenant argues that the fixed term tenancy was ending on August 31, 2013 and that 1 months notice was not needed. The Landlord disputes this stating that the tenancy agreement was a fixed term tenancy ending on August 31, 2013, but with a stipulation of continuing to a month to month basis as opposed to ending. Both parties confirmed in their direct testimony that the signed tenancy agreement shows that the fixed term tenancy would continue on a month to month basis as opposed to the option of ending at the end of the fixed term. The Landlord states that he also seeks \$600.00 for the cost of re-painting the ceiling. The Landlord clarified that since filing the application the work has been completed where she received a bill for \$800.00. The Tenant disputes this stating that the Landlord is responsible for periodic painting of the rental unit. The Landlord disputes this stating that that is through normal wear and tear and that in this situation the Tenant drilled holes into the ceiling to mount a projector and a projector screen. The Tenants confirm this in their direct testimony stating that the holes were filled and that they attempted to re-paint the ceiling, but that it was too dirty. The Tenant states that this did not allow them to do a proper paint job. The Landlord argues that ultimately the Tenant drilled holes into the ceiling without permission of the Landlord and that the cleaning, sanding and re-painting were required to fix this issue. Both parties have referred to an initial verbal paint quote that the Landlord received from a contractor of \$400.00.

Analysis

The Tenant's Application for the return of double the security deposit is denied. Both parties confirmed in their direct testimony that the Tenancy ended on August 31, 2013 and that the Landlord received the Tenant's forwarding address in writing on September 3, 2013. The Landlord applied for dispute resolution for both the pet damage and security deposits on September 13, 2013 which is within the allowed 15 day period.

I accept the testimony of both parties and find that the Landlord has established a claim for the \$387.50 for the loss of 1 weeks rental income. I find that the Tenant failed to provide proper 1 months notice to end the tenancy and that the Landlord attempted to mitigate any possible losses by advertising the rental unit.

Although there is no completed condition inspection report for the move-in or the move-out, the Tenant has confirmed in his direct testimony, the damage caused by the installation of a projector and projector screen required painting. The Landlord's claim for \$600.00 in painting repair costs has only been partially established. The Landlord has failed to provide an invoice for an actual amount of the work required. However, since the Tenant has confirmed the damage in their direct testimony and that they were aware of the verbal estimate of the paint job from the Landlord, I award a nominal award of \$300.00 for repainting. The Landlord has established a total monetary claim of \$687.50. The Landlord is also entitled to recovery of the \$50.00 filing fee.

In offsetting these claims, I find that the Landlord may retain \$737.50 from the combined pet damage and security deposits of \$1,550.00. I order that the Landlord return the remaining portion of \$812.50 to the Tenants. The Tenants are granted a monetary order for \$812.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Tenant is granted a monetary order for \$812.50.
The Landlord may retain \$737.50 from the combined pet damage and security deposits.

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: October 24, 2013

Residential Tenancy Branch

