



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Atira Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MND, MNDC, MNSD, MNR

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 April 1, 2012 and ended on June 30, 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 and a \$925.00 pet deposit. Condition inspection reports were done at move in and move out. .

The landlord is the sole applicant in this matter and accordingly I address the landlord's claims and my findings around each as follows.

First Claim – The landlord is seeking \$1850.00 in lost revenue for the month of July 2013. The landlord stated that the tenant did not give proper notice as is required under the Act or their tenancy agreement. The tenant acknowledged that they had given written notice on June 24, 2013 to vacate by June 30, 2013. Based on the above I find that the landlord is entitled to \$1850.00.

Second Claim – The landlord is seeking \$300.00 for a window replacement. The landlord stated that the tenant advised that they had vacated the unit and left the keys in the unit. The landlord stated the owner had attended later that same day to find a broken window. The tenants adamantly disputed this claim. The tenants stated they were not aware of any window damage and do not feel they should be charged this

amount. The landlord was unable to provide sufficient evidence that the tenants were responsible for any damage through wilfulness or negligence. I dismiss this portion of the landlords' application.

Third Claim – The landlord was seeking \$200.00 for the re-keying of locks. During the hearing the landlord advised that she was withdrawing that portion of her claim and as such no further action is required by me for this claim.

Fourth Claim – The landlord is seeking \$200.00 for general suite cleaning. The landlord stated the owner cleaned the premises and is seeking \$200.00 for his labour. The tenants adamantly dispute this claim. The tenants stated on several occasions that they had left the unit cleaner and in better condition than they had originally received it. The landlord has not satisfied me of this claim. The landlords own condition inspection report makes no mention that cleaning is required. The landlord submitted some photos to represent damage for this hearing but was silent in terms of cleaning. Based on the above I dismiss this portion of the landlords' application.

Fifth Claim- The landlord is seeking \$150.00 for cutting the grass and weeding. The landlord stated that the tenancy agreement between the two parties was that the tenant was responsible for the upkeep of the yard. The tenants disputed this claim. The tenants stated that one of the last things he did before moving out was to cut and weed the grass. The landlord provided photos of the yard and the condition inspection to help support their claim. The landlord stated the owner conducted the work. I accept that the yard required weeding and grass cutting but find that the appropriate amount that the landlord is entitled to is \$100.00.

Sixth Claim- The landlord is seeking \$100.00 for damage to the kitchen door. The landlord provided photos and the condition inspection report to support their claim. The tenants stated that the previous tenants had pets and that most of the scratches on the door were from them. The landlord did not provide any receipt to reflect any repair costs however I do find that a nominal amount is appropriate based on the evidence submitted. I find that the landlord is entitled to \$50.00.

Conclusion

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

Lost Revenue for July 2013	\$1850.00
Cutting and weeding of yard	\$ 100.00
Damage to Kitchen Door	\$50.00
Filing Fee	\$50.00
	\$
	\$
Total:	\$2050.00

The landlord has established a claim for \$2050.00. I order that the landlord retain the \$925.00 security deposit and \$925.00 pet deposit for a total of \$1850.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$200.00. 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: October 08, 2013

Residential Tenancy Branch