



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, MNSD, FF

### Introduction

This hearing dealt with cross applications. The landlord is seeking a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant is also seeking a monetary order for money owed or compensation for damage or loss suffered under the Act, the regulation or tenancy agreement and the return of their security deposit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issue to be Decided

Is either party entitled to a monetary order as claimed?

### Background, Evidence and Analysis

Both parties agree to the following:

The tenancy began on October 1, 2012 and ended on June 30, 2013. The tenant was obligated to pay \$875.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$437.50 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, both parties 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.

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

**Landlords' First Claim-** The landlords are seeking \$45.00 for the re-keying of locks and \$40.00 for cleaning. The tenant stated that she had left the keys on the counter at move out and stated the unit was cleaned. The landlords confirmed that the keys were left behind but had concerns that others may have obtained copies. The landlords did not submit a condition inspection report or receipts to support their claim and as a result I dismiss this portion of the landlords claim.

**Landlords Second Claim –** The landlord is seeking \$875.00 for loss of revenue for the month of July 2013. The landlords stated that the tenant did not give proper notice to vacate the unit. The tenant stated that on June 30, 2013 she left a note on the kitchen counter along with the keys that she would be vacating that same day. The tenant stated that she “had to leave right away due to the uncomfortable situation there, they wanted me to leave...they turned off my internet and cable, it was really unsafe and uncomfortable to live there”. The landlord responded that at no time did they turn off the cable or internet and that he would have gladly looked into any issues for the tenant. The landlord also submitted that there was no requirement or agreement from the landlord to provide the cable or internet and that it was given as bonus to the unit. The landlord was concerned that the tenant had allowed her daughter to move in, receive mail and park her car without permission. The tenant has not provided sufficient evidence that the tenancy had to terminate on an immediate basis. Based on the tenants own acknowledgement of one days notice and the testimony of both parties I am satisfied that the landlord is entitled to the loss of revenue for the month of July in the amount of \$875.00.

**Tenants Claim-** The tenant is seeking \$740.93 for movers, \$315.49 for storage and \$162.00 for loss of wages. The tenant stated that all those costs were incurred due to the unsafe nature of the unit. As I have already stated in the landlords second claim, the tenant has not provided sufficient evidence that they were entitled to terminate the tenancy on one day's notice and as a result is not entitled to the recovery of these costs. The tenant did not provide sufficient evidence that the unit was unsafe and that her safety was in jeopardy. In addition, the tenant has requested these amounts without providing any receipts or invoices to support her claim. Based on all of the above I dismiss the tenant's application in its entirety.

The landlord has established a claim for \$875.00. The landlord is also entitled to the recovery of the \$50.00 filing fee. I order that the landlord retain the \$437.50 security deposit in partial satisfaction of the claim and I grant the landlord an order under section

67 for the balance due of \$487.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order of \$487.50.

The tenant's application is dismissed in its entirety without leave to reapply.

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 09, 2013

---

Residential Tenancy Branch

