



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR

Introduction

This is an application filed by the Landlord for a monetary claim for damage to the unit, site or property and for unpaid rent.

Both parties attended the hearing by conference call and gave testimony. Both parties confirmed receipt of the notice of hearing package and the submitted documentary evidence of the other party. As such, I am satisfied that both parties have been properly served with the notice of hearing and the submitted documentary evidence.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Background and Evidence

Both parties agreed that this Tenancy began on April 1, 2011 and was mutually ended on May 31, 2013 as per a signed copy of a mutual agreement to end the tenancy dated April 2, 2013. The Tenant stated that she felt that she was forced to sign the agreement, but could not provide any details of how the Landlord forced her to sign. Both parties agreed that the Tenant vacated the rental unit early on April 29, 2013. The Landlord stated that just by chance did he run into the Tenant on April 22, 2013 and learned that the Tenant wished to vacate the rental unit early. The Landlord states that he immediately advertised the rental unit, but was unsuccessful in re-renting the unit until June 2013.

The Landlord seeks recovery of lost rental income of \$850.00 which is equal to 1 months rent as the Tenant failed to provide proper notice after agreeing to end the tenancy on May 31, 2013. The Landlord also seeks compensation for damages for \$777.00. This is based upon the invoice provided by the Landlord's contractor, TDC

Renovations Ltd. dated May 15, 2013 for removal/disposal of carpet and underlay, \$70.00, supply and install new carpet and underlay, \$360.00 and repair and paint walls, \$310.00. The Landlord also relies on submitted photos for the damaged areas. The Tenant disputes the Landlord's claims, but states in her direct testimony that she caused the damages to the hold in the bedroom wall, scratches on the wall from a chair, a hole in the kitchen wall because the door stopper fell off and the door hit the wall causing a hole and the hole in the living room hallway. The Tenant stated that she cannot confirm nor deny the damage to the bi-fold closet door.

Analysis

I find on a balance of probabilities based upon the evidence submitted by both parties that the Landlord has established a claim for loss of rental income of \$850.00 and the \$777.00 in damages to the rental unit. Both parties confirmed in their direct testimony that a mutual agreement to end the tenancy was signed and that the Tenant vacated the rental unit without providing proper 1 month notice to end the tenancy. I also find based upon the Tenant's direct testimony that she caused the damage listed by the Landlord and that it was not due to normal wear and tear. This is supported by the Landlord's photographic evidence and the invoice for repair from the Landlord's contractor. The Landlord is granted a monetary order for \$1,627.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$1,627.00.

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: November 07, 2013

Residential Tenancy Branch

