



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF, 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.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The tenancy began on May 1, 2013 and ended on September 30, 2013. The parties signed a fixed term agreement that would terminate on April 1, 2014. The tenants were obligated to pay \$950.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$475.00 security deposit.

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

Landlords First Claim – The landlord stated that on September 16, 2013 the tenants gave notice that they would be vacating the unit by September 30, 2013. The tenants stated that due to a break in they felt unsafe in the unit and wished to move on. The tenants acknowledge they had broken the lease but felt it was necessary under the

circumstances. The landlord was originally seeking loss of revenue for five months but later amended his claim to the months of October and November. The landlord advertised through various methods but was unable to rent for October or November. Based on the acknowledgment of the tenant and the documentary evidence submitted by the landlord I find that the landlord is entitled to \$950 X 2 months for loss of revenue = \$1900.00.

Landlords Second Claim – The landlord stated that he is seeking \$533.00 for removing some items from the furnished suite on the request of the tenants. The landlord stated that he didn't want to move the items but later acceded to the tenants request and removed them. The landlord stated he should be entitled to the recovery of this cost but did not provide a written agreement from the tenant for those terms. The tenant denied that the agreement was for him to pay the cost of moving the items. Based on the above the landlord has failed to satisfy me of this claim and I dismiss this portion of his application.

Landlords Third Claim – The landlord is seeking \$475.00 for cleaning, repairing and replacing some missing items from the unit. The landlord stated that the tenants left the unit dirty with some minor damage and took an iron, a kettle, a bathroom stopper and some bathroom shelves. The landlord did not submit a condition inspection report or receipts to support his claim. The landlord was unable to explain or quantify the amount sought in this claim. The landlord submitted some photos however they were not compelling. Based on the insufficient evidence submitted by the landlord I dismiss this portion of his application.

As the landlord has been partially successful he is entitled to the recovery of his \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$1950.00. I order that the landlord retain the \$475.00 security deposit. I grant the landlord an order under section 67 for the balance due of \$1475.00. 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: November 06, 2013

Residential Tenancy Branch

