



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Top Vision Realty Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNSD, MNDC,

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord(s). Both files were heard together.

The Landlord's application is a request for a Monetary Order for \$1600.00 minus money owed to the tenant for utilities, a request for recovery of the \$50.00 filing fee, and a request to retain the full security deposit towards the claim.

The tenant's application is a request for a Monetary Order for \$1800.00 and a request for recovery of her filing \$50.00 fee.

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the landlord established a monetary claim for \$1600.00 in lost rental revenue?

Has the tenant established a monetary claim for \$1800.00 for the return of her security deposit, and landlord's portion of utilities?

Background and Evidence

The landlord testified that:

- The tenant vacated the rental unit without giving the required one clear month notice to end tenancy. Notice was given just two weeks prior to vacating.
- They attempted to re-rent the unit and were able to find a renter for September 1, 2013, and therefore they lost the rental revenue for the month of August 2013.
- They are therefore requesting an Order that the tenant be held liable for that lost rental revenue.
- They do however agree that they owe the tenant money for the landlord's portion of the utilities; however the tenant has never supplied them with the invoices.
- They understand that the tenant has now supplied those invoices for this hearing, and they are willing to accept the amounts owed as per those invoices.

The tenant testified that:

- She decided to move her family out of the rental unit because when she went to plug a heater in, sparks came out of the electrical receptacle in the master bedroom.
- She was worried that this was a safety issue and therefore decided it was urgent to vacate.
- She did not ask the landlord to investigate electrical issue, or to do any repairs as she did not believe the landlord would do so.

- Further, she believes the landlord should've tried harder to rent the unit for the month of August 2013, rather than accepting a tenant for September 2013.
- She is therefore asking that the request for August 2013 lost rental revenue be denied and is requesting an order for the return of her full security deposit of \$800.00, plus the landlords portion of the utilities the total \$410.05.

Analysis

It is my finding that the tenant did not have reasonable grounds to vacate the rental unit without giving the proper notice.

The tenant claims that she thought sparks coming out of the electrical receptacle posed a hazard to her family, however she never requested that the landlord investigate the problem or repair the problem, and it's my decision that the landlord was not given a reasonable opportunity to make repairs.

It's also my finding that it was reasonable for the landlord to accept the tenant who was willing to rent the unit for September 1, 2013, as there is no way landlord could know whether or not they would be able to find someone to rent it sooner. Therefore when an offer was made to rent for September 1, 2013 the landlord was justified in accepting that offer.

Therefore it's my decision that the tenant is liable for the lost rental revenue of \$1600.00 for the month of August 2013.

I also allow the landlords claim for recovery of the \$50.00 filing fee.

The landlord will therefore be allowed to keep the full security deposit of \$800.00 towards the claim, and I will allow the tenants request to deduct \$410.05 for utilities from the remaining amount.

I deny the tenants request for recovery of her filing fee, because I have denied her request for return of her security deposit, and although I have allowed the claim for outstanding utilities, the tenant did not supply the landlord with invoices prior to the hearing and therefore he had no way of knowing how much was owed to the tenant for utilities.

Conclusion

I have allowed the landlords full claim of \$1600.00 for loss rental revenue, plus \$50.00 for recovery of the filing fee, minus \$410.05 for outstanding utilities, for a total of \$1239.95.

I therefore Order that the landlord may retain the full security deposit of \$800.00, and I've issued a Monetary Order in the amount of \$439.95.

The tenant's application for a Monetary Order is dismissed in full 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: November 21, 2013

Residential Tenancy Branch

