



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Black Paw Homes Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. 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 September 15, 2011 and ended on May 15, 2013. The tenants were obligated to pay \$1900.00 per month in rent on the 15th of each month and in advance and at the outset of the tenancy the tenants paid a \$1000.00 security deposit, which has been dealt with in a separate hearing.

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

First Claim – The landlord stated the tenant moved out without giving proper notice to the landlord. The landlord stated that he became aware that the unit was abandoned on May 17, 2013 after making several attempts at collecting the rent. The tenant initially stated that he agreed he had not given notice but then later stated he had e-mailed the landlord of his intention to vacate the unit. The tenant stated he had all the documentation to support his position however the tenant did not submit any documentation for this hearing. Based on the tenant's contradictory and unreliable testimony and on the balance of probabilities I find that the landlord is entitled to the recovery of loss of revenue for May 15- June 15, 2013 in the amount of 1900.00.

Second Claim – The landlord is seeking \$200.00 for carpet cleaning, \$150.00 for the replacement of locks and \$700.00 for the labour and costs to replace three light fixtures. The tenant disputes this portion of the landlords claim. The tenant stated that the

carpets were dirty upon move in, no light fixtures were damaged and the keys were left on the counter in the suite. The landlord stated that he had a condition inspection report to support this portion of this claim but chose not to submit it. The landlord submitted some black and white photos however they are of a very poor quality and are not helpful. The landlord has not satisfied me of this claim. The landlord was unable to present a "snapshot" of the condition of the unit at move in versus move out and the change of condition, if any. Based on the above and on the balance of probabilities I dismiss this portion of the landlords' application.

As the landlord has been partially successful in his application I award him the recovery of half his filing fee in the amount of \$25.00.

Conclusion

The landlord has established a claim for \$1925.00. I grant the landlord an order under section 67 for the balance due of \$1925.00. 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: February 13, 2014

Residential Tenancy Branch

