



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, MND, FF

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. The tenant has filed an application seeking the return of the 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

The tenancy began on October 1, 2012 and ended on October 31, 2013. The tenants were obligated to pay \$1950.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$975.00 security deposit and a \$975.00 pet deposit. Both parties agree that condition inspection report was conducted at move in and move out.

As both parties have filed for an application I will address each party's claim and my findings as follows.

Landlords First Claim – The landlord is seeking \$32.73 to replace a smoke detector and \$17.26 for the time it took to install it. The tenant agreed to the cost of the detector but not the installation cost. The landlord provided a receipt for the cost of the smoke detector. I find that the appropriate amount the landlord is entitled to is \$32.73.

Landlords Second Claim – The landlord is seeking \$60.00 for the repair of the garburator. The landlord stated that they had spent 3 hours repairing the unit. The landlord submits that they are entitled to \$20.00 X 3 hours = \$60.00. The tenant disputes this claim. The tenant stated the garburator was never used and that without a receipt there is no way of knowing what exactly the cost or repair was. The landlord has

not satisfied me of this claim as there is no receipt or details in regards to the scope of work conducted. I dismiss this portion of the landlords' application.

Landlords Third Claim- The landlord is seeking \$81.00 for general suite cleaning. The landlord stated that it was in fact a family member of the tenant that conducted the work at \$18.00 per hour X 4.5 hours = \$81.00. The tenant disputes this claim and states that it only took 30 minutes to clean the unit. The tenant stated that without a receipt the landlord should not be entitled to any of this claim. Based on the photo evidence submitted I find that the appropriate amount for cleaning is \$25.00 and award that to the landlord.

Landlords Fourth Claim – The landlord is seeking \$75.00 for the disposal of several bar stools and other items left behind by the tenant. The tenant disputes this claim. The tenant stated that it “wouldn’t cost that much”. The landlord submitted a letter from the Strata Management Company that states their cost would have been \$75.00 for the removal and disposing of said items. Based on the Strata letter and the photo evidence provided I find that the appropriate amount is \$50.00 and I award the landlord that amount.

Landlords Fifth Claim – The landlord is seeking \$157.50 for carpet cleaning. The tenant does not dispute this claim. The landlord is entitled to \$157.50.

Landlords Sixth Claim - The landlord is seeking \$217.35 for the repair of some baseboards and the fireplace. The landlord submitted a receipt to support their claim. The tenant disputes this claim. The tenant stated that the fireplace was not used and that the cost to repair the baseboards is excessive. Based on the condition inspection report and the receipt submitted I find that the landlord is entitled to \$217.35.

Landlords Seventh Claim – The landlord is seeking the \$1950.00 in lost revenue for the month of November 2013. The landlord stated that the tenant sent a text message on October 14, 2013 notifying her that she would be moving out by October 31, 2013. The landlord advised the tenant of her obligation of one months notice as per the Act. The landlord stated that she listed the unit on several websites in order to mitigate her losses. The landlord stated she was unable to rent the unit for November 2013. The tenant disputes this claim. The tenant stated that she did the landlord a favour by moving out with short notice. The tenant stated that it was to the benefit of the landlord as the landlords eventually listed the property for sale and sold it in January 2014. The landlord stated that the decision to sell was after the tenant had given notice. The Act clearly outlines that when a tenant wishes to end the tenancy they must provide one months notice and in writing. The tenant did not do this in the matter before me. I find

that the landlord is entitled to the loss of revenue for the month of November in the amount of \$1950.00. The landlord is entitled to retain the security and pet deposit to offset this cost.

The tenants' application for the return of the security deposit is dismissed.

The landlord is also entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$2482.50. I order that the landlord retain the 975.00 security deposit and pet deposit of \$975.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$532.58. 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 12, 2014

Residential Tenancy Branch

