



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rancho Management Services (B.C.) Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD MNDC 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. Both the landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that he had received the landlord's application and evidence. The tenant confirmed that he did not submit any evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on May 1, 2013 as a fixed-term tenancy to end on April 30, 2014. Rent in the amount of \$2150 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$1075. On April 30, 2013 the landlord and the tenant carried out a move-in inspection and completed a condition inspection report. On September 1, 2013 the tenant gave notice that he would be vacating the rental unit by October 31, 2013. The tenant vacated the rental unit and returned the keys to the landlord on September 13, 2013. The landlord re-rented the unit beginning December 1, 2013, at a rent of \$2050.

Landlord's Claim

The landlord stated that when the tenant vacated the rental unit, the landlord took over a wrecked condo, and there was excessive damage in a short period of time. The landlord stated that he got everything fixed in one week, and took steps to re-rent the unit. The landlord claimed the following:

- \$4300 in lost revenue for October and November 2013 – the landlord stated that the winter market was not as strong as the summer;
- \$500 for the \$100 difference in rent for the remainder of the lease – the landlord stated that he had to re-rent at a lower rent;
- \$2089.50 for damage costs – the landlord stated that everything described in the evidence was needed; and
- \$100 for missing fob.

Tenant's Response

The tenant acknowledged that he owed \$100 for the missing fob, and he also acknowledged that there were three light bulbs that he did not replace. The tenant also acknowledged that there were some nail holes and marks on the walls, which needed painting, but he did not believe that the baseboards and doorframes needed painting, and the amount of \$1700 for painting was excessive.

The tenant disputed the claim for carpet shampooing, stating that a professional carpet cleaner cleaned the carpets. The tenant stated that he did not see the apartment as damaged. The tenant disputed the amounts claimed for lost revenue, as he gave his notice on September 1, 2013 and gave back possession of the unit on September 13, 2013, so it should not have been a problem for the landlord to re-rent it for October 1, 2013.

Analysis

Upon consideration of the evidence, I find as follows.

The landlord is entitled to \$100 for the missing fob, as the tenant acknowledged this amount.

I am satisfied that the landlord took reasonable steps to re-rent the unit as soon as possible, and therefore they are entitled to the lost revenue claimed to the end of the lease, including October and November 2013, in the amount of \$4800.

The tenant acknowledged some damage to the walls, but I find that overall, the landlord's claim for damages was not well-substantiated. The landlord did not provide photographs of the alleged damage or a detailed breakdown of the work performed. I therefore grant the landlord a nominal amount of \$200 for repairs.

As the landlord's application was only partly successful, I grant them partial recovery of their filing fee, in the amount of \$50.

Conclusion

The landlord is entitled to \$5150. I order that the landlord retain the security deposit of \$1075 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$4075. 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: April 22, 2014

Residential Tenancy Branch

