



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MND MNR MNSD FF CNC MNDC OLC LRE FF O

Introduction

This hearing dealt with applications by the landlord and the tenants. The landlord applied for an order of possession, a monetary order and an order to retain the security deposit in partial compensation of the claim. The tenants applied to cancel a notice to end tenancy, as well as for an order that the landlord comply with the Act, an order suspending or setting conditions on the landlord's right to enter the rental unit and a monetary order.

The hearing first convened on January 31, 2014. On that date, the parties verified that the tenants had vacated the rental unit in late December 2013. I therefore dismissed all portions of both applications aside from their respective monetary claims and claims regarding the security deposit. I adjourned the hearing on that date to allow the parties time to serve evidence on each other.

The hearing reconvened on April 1, 2014. The landlord and both tenants participated in the teleconference hearing. On that date, each party confirmed that they had received the other party's evidence. Neither party raised any further issues regarding service of the application or the 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?
Are the tenants entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on May 29, 2013 as a fixed-term tenancy to end on May 31, 2014. The monthly rent was \$1500. At the outset of the tenancy the tenants paid the landlord a security deposit of \$750 and a pet deposit of \$750. On May 29, 2013 the tenants and the landlord's agent conducted a move-in inspection and completed a condition inspection report. The rental unit was furnished, and the parties filled out a four-page furniture checklist.

The landlord served the tenants with notices to end tenancy on November 30, 2013, and December 2, 2013, and on December 4, 2013 the tenants applied to cancel a notice to end tenancy for cause as well as for monetary compensation of \$1500. The landlord served the tenants with another notice to end tenancy on December 6, 2013. All three of the notices were on outdated forms. The landlord applied for an order of possession and a monetary order for \$1525 on December 17, 2013.

The tenants vacated the rental unit on December 26, 2013. The parties carried out a move-out inspection on January 5, 2014 but the tenants did not agree with the condition inspection report. On January 10, 2014 the landlord amended his application to claim \$4500 and retain the security deposit in partial compensation of the claim. On January 20, 2014 the tenants amended their application to increase their monetary claim to \$5000.

Landlord's Evidence

The landlord claimed unpaid rent for December 2013 in the amount of \$1500. The landlord provided an email from the tenants dated December 13, 2013 in which the tenants informed the landlord that they intended to dispute the eviction notice. The landlord stated that the tenants did not inform him until December 26, 2013 that they were vacating the rental unit.

The landlord also claimed that the tenants left the rental unit damaged and dirty. However, the landlord did not provide a monetary order worksheet or another specific breakdown of the remainder of his claim.

The landlord disputed the tenants' claim of harassment and false allegations.

Tenants' Evidence

The tenants claimed \$5000 for the landlord continually harassing them and making false allegations. In support of their claim, the tenants submitted video and email evidence. It appears from the tenants' documentary evidence that they believed the landlord's reminders to pay rent and the notices he served on the tenants amounted to harassment.

The tenants disputed the landlord's claim that they caused excessive wear and tear to any items in the rental unit, and stated that any damage was caused either by pre-existing problems or issues that they reported to the landlord but he did not fix.

Analysis

In regard to the landlord's claim, I find that he is entitled to unpaid rent of \$1500 for December 2013. The tenants occupied the unit for nearly the entire month in question and did not pay rent.

The remainder of the landlord's monetary application is dismissed. Under section 59 of the Act, an applicant must provide sufficient details of their monetary claim. In this case, the landlord did not provide a clear breakdown of the alleged costs for cleaning and repairs. The tenants did not acknowledge that they caused damage to the rental unit.

The tenants' application is dismissed. The tenants did not provide sufficient evidence that the landlord was harassing them or making false allegations. Landlords are entitled to conduct an inspection of the rental unit, and they may issue notices to end tenancy when they believe there is cause to do so. Further, I do not find in this case that the landlord's enquiries regarding outstanding rent amounted to harassment.

As the tenant's claim was unsuccessful and the landlord's claim was only partially successful, I find neither party is entitled to recovery of their respective filing fees.

Conclusion

The tenants' application is dismissed.

The landlord is entitled to \$1500. I order the landlord to retain the pet and security deposits in full compensation of this amount.

The remainder of the landlord's claim is dismissed.

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 25, 2014

Residential Tenancy Branch

