



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NPR Limited Partnership  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR MNSD 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. An agent for the landlord and both tenants participated in the teleconference hearing.

At the outset of the hearing, the tenants confirmed that they had received the landlord's application and evidence, and that they did not submit any documentary evidence. The 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 tenants first occupied the rental unit on or about April 1, 2012, in a one-year fixed-term tenancy. At the outset of the first tenancy agreement, the tenants paid the landlord a security deposit of \$475. On March 29, 2012 the parties carried out a move-in inspection and completed a condition inspection report. On April 1, 2013 the parties entered into a second fixed-term tenancy to end on March 31, 2014, with monthly rent of \$986.10.

On December 31, 2013 the tenants gave the landlord notice that they intended to vacate the rental unit by January 31, 2014. On January 31, 2014 the landlord and the tenants carried out a move-out inspection and completed the move-out condition inspection report. The report indicates that furniture was left behind in the rental unit. The tenants vacated the unit on January 31, 2014.

### *Landlord's Evidence*

The landlord has claimed compensation as follows:

- 1) \$410.05 in lost revenue for February 2014 (\$986.10 less a credit of \$576.05) – the landlord stated that they re-rented the unit on April 1, 2014;
- 2) \$375 for removing furniture that the tenants left behind – as indicated in the move-out condition inspection report and the landlord's photographs, the tenants left furniture behind in the rental unit, and the landlord incurred costs to dispose of it;
- 3) \$25 for cleaning; and
- 4) \$25 for an administrative fee – the landlord stated that this fee was to cover the costs related to the dispute resolution process.

### *Tenants' Response*

The tenants stated that they moved because of bedbugs in the rental unit. The tenants stated that they brought the issue to the landlord's attention and the landlord came in two or three times to spray, but that did not get rid of the problem. The tenants stated that they left the furniture behind because of the bedbugs.

### Analysis

Upon consideration of the evidence and on a balance of probabilities, I find as follows.

The landlord is not entitled to the amount claimed for lost revenue. The landlord did not provide sufficient evidence to demonstrate that they took reasonable steps to mitigate lost revenue by attempting to re-rent the unit as soon as possible.

I accept the landlord's evidence regarding their claim of \$375 for hauling away the furniture that was left behind. The tenants acknowledged that they left furniture behind, and they did not provide evidence to show that the landlord should pay for the disposal of the furniture.

I find that the landlord did not provide sufficient evidence to establish that the rental unit required cleaning, and I therefore dismiss this portion of their claim.

The landlord is not entitled to the amount claimed for the administration fee, as normally the only recoverable cost associated with the dispute resolution process is the filing fee.

As the landlord's application was partly successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$425. I order that the landlord retain this amount from the security deposit in full compensation of their award. I grant the tenants an order under section 67 for the balance of the security deposit, in the amount of \$50. 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: May 23, 2014

---

Residential Tenancy Branch

