



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD MNDC FF

Introduction

This hearing dealt with monetary applications by the landlord and the tenant. The landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any 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?

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on September 1, 2012, with monthly rent of \$1250 due in advance on the first day of each month. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$625. The tenancy ended on December 31, 2013. The landlord applied to keep the security deposit on January 7, 2014.

The landlord claimed lost revenue of \$1250 for January 2014 and further monetary compensation of \$1470 for cleaning and repairs.

The landlord stated that on December 6, 2013 she verbally told the landlord that she was going to move out, and on December 27, 2013 the tenant's mother told the landlord's wife that they were moving out on December 31, 2013, but they never gave the landlord written notice to vacate. The landlord was not able to re-rent the unit for

January 2014. The landlord submitted copies of emails showing that the tenant had previously given notice to vacate the rental unit in September 2013, but she did not do so.

The landlord stated that the tenant did not clean anything in the unit, and her son had drawn on the walls. The landlord stated that he cleaned and painted the walls. The landlord submitted photographs, but did not submit copies of move-in and move-out condition inspection reports or a monetary order worksheet with a breakdown of his monetary claim.

The tenant's response to the landlord's claim was as follows. The tenant stated that on December 6, 2013 the landlord was really upset and said he wanted the tenants to move out by December 31, 2013, and that's why the tenant did not give proper notice.

The tenant stated that the rental unit was not painted when they moved in, so it was not fair that the landlord wanted the tenant to pay for paint. The tenant stated that she cleaned the apartment and paid a carpet cleaner \$100 to clean the carpets. The tenant acknowledged that she did not clean the stove.

Analysis

I accept the landlord's evidence regarding the tenants' failure to give written notice to vacate the rental unit on December 31, 2013; further, there was no written agreement to end the tenancy on that date. Given the tenant's past actions, I find that without written notice, it was reasonable for the landlord to question whether the tenant truly intended to vacate by December 31, 2013. I therefore grant the landlord lost revenue of \$1250 for January 2014.

As the landlord did not submit condition inspection reports or a breakdown of his monetary claim, I dismiss the remainder of the landlord's application.

Because the landlord's claim was only partially successful, I grant the landlord partial recovery of his filing fee, in the amount of \$25.

The landlord applied to keep the security deposit within 15 days of the end of the tenancy, and therefore the tenant is not entitled to double recovery of the security deposit.

Conclusion

The tenant's application is dismissed.

The landlord is entitled to \$1275. I order the landlord to retain the security deposit of \$625, and I grant him a monetary order for the balance of \$650. 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 2, 2014

Residential Tenancy Branch

