



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Raamco Int'l Properties CDN Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This was the hearing of an application by the landlord for a monetary award and an order to retain the tenant's security and pet deposits. The hearing was conducted by conference call. The landlord's representative and the tenant called in and participated in the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for loss of rental income?

Is the landlord entitled to a monetary award for cleaning and furniture removal?

Background and Evidence

The rental unit is an apartment in Chilliwack. The tenancy began April 1, 2013 for a fixed term ending March 31, 2014. The monthly rent was \$1,100.00, payable on the first of each month. The tenant paid a \$550.00 security deposit, a \$550.00 pet deposit and a \$100.00 key fob deposit at the start of the tenancy. The tenant moved out of the rental unit on January 8, 2014. The tenant did not pay rent for January. The landlord testified that the tenant did not clean the rental unit and left furniture behind that had to be removed at the landlord's expense. The landlord claimed rent for January, February and March and claimed a further \$300.00 for cleaning and \$300.00 for furniture removal.

The tenant submitted written statements, including statements from acquaintances who helped her to move items to the rental unit. The tenant said she was bullied and intimidated by the landlord's resident manager. She testified that he aggressively interfered with her when she was attempting to move some heavy items into the rental unit and he prevented her visitors from parking in her parking stall when dropping of heavy items. The tenant said that the landlord's representative also improperly demanded a second pet deposit from her.

On December 13, 2013 the tenant sent an e-mail message to the landlord. She complained in the message that the resident manager had been extremely rude to her and that his behaviour amounted to bullying. After reciting some of her complaints about the resident manager she concluded by saying that: "I therefore have no choice but to give notice for the end of this month effective immediately."

The landlord responded to the tenant's e-mail and after addressing some of her specific complaints, the landlord's representative said as follows with respect to the tenant's statement about ending the tenancy:

A 30 Day Notice must be given to the Resident Manager on or before the last day of the Month, it is now December 14 2013, if you would like us to except a Notice for January 31 2014, please write one up and give it to the Resident Manager.

If however you would like to try and work with us, we will try to make it more enjoyable for you to stay at (name of rental property)
(reproduced as written)

The landlord's representative testified that the landlord was unsuccessful in re-renting the unit and claimed rent until the end of the fixed term tenancy agreement. The landlord's representative testified that the landlord was put to extra expense after the claim was filed and that necessary repairs to damage caused by the tenant delayed the re-rental of the unit. The landlord did not submit any documents or invoices to support its claims for cleaning or furniture removal or to establish that there was other damage caused by the tenant that necessitated repairs not mentioned in the application for disputes resolution. After the hearing was concluded the landlord faxed additional documents to the Residential Tenancy Branch. The tenant had no opportunity to review or comment upon this additional material. I have not accepted the late evidence and have not considered it in making my decision in this proceeding.

Analysis

The tenant did not give the landlord proper notice to end the fixed term tenancy. The tenant contended that she had no alternative but to move out on short notice because of her concerns regarding the conduct of the resident manager. I do not accept that the circumstances justified ending the tenancy without proper notice and without providing the landlord with an opportunity to address the tenant's concerns. According to the landlord's e-mail, the landlord was prepared to allow the tenant to end the fixed term tenancy by giving a one month written notice to end the tenancy effective January 31. The tenant moved out on January 8th without paying rent for January, but in the application for dispute resolution the landlord has claimed loss of rental income to the end of the fixed term on March 31, 2014. The landlord did not provide any documentary

evidence to show what steps it took to re-rent the unit after the tenant advised the landlord that she was moving out. The landlord claimed for the cost of furniture removal and cleaning the rental unit. The landlord submitted e-mail messages exchanged with the tenant after she moved out. They disclosed that the tenant advised the landlord that she did not want items left at the rental unit, including tires, furniture and a computer desk and chair. The tenant's photographs submitted as evidence contained pictures of the abandoned furniture in the rental unit. The pictures also supported the landlord's contention that the rental unit was not properly cleaned at the end of the tenancy. The tenant left food in the refrigerator and a large sofa in the unit. Although the tenant submitted that the picture showed that the rental unit was cleaned, the photographs are not of sufficient quality to make that determination. The tenant left hurriedly and I accept and prefer the landlord's evidence that the rental unit was not adequately cleaned at the end of the tenancy.

The landlord's claims for cleaning and furniture removal are not supported by invoices, but based on the evidence presented, I allow the landlord's claim for furniture removal in the amount of \$150.00 and I allow the further amount of \$150.00 for the cost to clean the rental unit. The landlord is entitled to recover unpaid rent for January in the amount of \$1,100.00. I do not allow the claim for rent of February and March because the landlord has not provided evidence to show what steps were taken to re-rent the unit and because the landlord's e-mail sent to the tenant on December 14th contained an offer to release the tenant from the tenancy agreement at the end of January. The total monetary award to the landlord is the sum of \$1,400.00. The landlord is entitled to recover the \$50.00 filing fee for this application, for a total award of \$1,450.00.

Conclusion

I order that the landlord retain the security and pet deposits totalling \$1,100.00 and the \$100.00 key fob deposit in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$250.00. This order may be registered 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 12, 2014

Residential Tenancy Branch

