



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kokomo Investments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlords for a monetary order for damage to the unit, site or property; for a monetary order for unpaid rent or utilities; for an order permitting the landlords to keep all or part of the pet damage deposit or security deposit; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the tenant for the cost of the application.

The named landlord attended the hearing and as agent for the landlord company. The landlord provided evidentiary material prior to the commencement of the hearing and gave affirmed testimony. However, despite being personally served with the Landlord's Application for Dispute Resolution, notice of hearing and the evidentiary material on March 10, 2014, no one for the tenant attended. The landlord testified that the documents were served on that date and in that manner, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*. The line remained open while the phone system was monitored for 10 minutes prior to hearing affirmed testimony, and the only participant who joined the call was the landlord.

All evidence provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Have the landlords established a monetary claim as against the tenant for damage to the unit, site or property?
- Have the landlords established a monetary claim as against the tenant for unpaid rent?
- Should the landlord be permitted to keep all or part of the security deposit in partial satisfaction of the claim?

- Have the landlords established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more particularly for showing the rental unit?

Background and Evidence

The landlord testified that this fixed term tenancy began on November 1, 2013 and was to expire on October 31, 2014, however the tenant moved out of the rental unit on March 7, 2014. Rent in the amount of \$950.00 per month was payable in advance on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$475.00 which is still held in trust by the landlord and no pet damage deposit was collected. A copy of the tenancy agreement with an Addendum has been provided.

The landlord further testified that the tenant failed to pay rent when it was due for the month of March, 2014 and the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on March 2, 2014. A copy of the notice has not been provided, but the landlord testified that the tenant believed she would be able to pay the rent, but told the landlord that she could not come up with the money and moved out leaving rent outstanding for that month. The rental unit was re-rented for April 1, 2014 and the landlord claims one month of rent, or \$950.00 from the tenant.

The landlord has provided a copy of a move-in condition inspection report, and pointed out the Addendum to the tenancy agreement which states that the tenant agrees to pay detailed rate for cleaning at move-out, charges for moving prior to the end of the fixed term, and shows a break-down of those rates. The landlord testified that the tenant did not have the carpets cleaned or the blinds, and the Addendum shows a cost of \$80.00 + tax and blinds are \$3.00 per blind.

The tenant has not provided the landlord with a forwarding address, and the tenant left on short notice, so the landlord was not able to give the tenant 2 opportunities to complete a move-out condition inspection report, and the landlord did not complete it. Other charges are contained in the Addendum to the tenancy agreement such as advertising, but the landlord only claims \$84.00 for the carpet cleaning and \$93.00 for cleaning the blinds.

Analysis

The *Residential Tenancy Act* requires a landlord to complete both the move-in and move-out condition inspection reports, and states that those reports are evidence of the condition of the rental unit at the beginning and end of the tenancy. In the absence of a move-out condition inspection report, there is no evidence that the carpets or the blinds needed cleaning or that the tenant didn't have them cleaned before moving out. A landlord may complete the move-out condition inspection report without the tenant if the tenant has abandoned the rental unit or if the tenant fails to show for the inspection after being given 2 opportunities. In either case, the landlord must still complete the move-out condition inspection report in order to provide evidence of the condition of the rental unit. The landlord did not do so, and therefore, I must dismiss the landlord's application for a monetary order for damage to the unit, site or property.

The landlord did not request the other fees listed on the Addendum, and I therefore dismiss the landlords' application for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

I am satisfied, however, that the landlord has established a monetary claim as against the tenant for unpaid rent in the amount of \$950.00, and since the landlord has been partially successful with the application, the landlord is entitled to recovery of the \$50.00 filing fee for the cost of the application.

I hereby order the landlord to keep the \$475.00 security deposit in partial satisfaction of the claim, and I grant the landlord a monetary order for the difference in the amount of \$525.00.

Conclusion

For the reasons set out above, the landlord's application for a monetary order for damage to the unit, site or property is hereby dismissed without leave to reapply.

The landlord's application for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement is hereby dismissed without leave to reapply.

I hereby order the landlord to keep the \$475.00 security deposit and I grant the landlord a monetary order as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$525.00.

This order is final and binding and may be enforced.

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 22, 2014

Residential Tenancy Branch

