



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF, O

Introduction

This is an application filed by the landlord for a monetary order for unpaid utilities, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

Issue(s) to be Decided

Is the landlord entitled to a monetary order?
Is the landlord entitled to retain the security deposit?

Background and Evidence

This tenancy began on April 1, 2013 on a fixed term tenancy ending on March 31, 2014 as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$1,500.00 payable on the 1st of each month and a security deposit of \$750.00 was paid. The tenancy ended on March 31, 2014. A condition inspection report was completed for the move-in and the move-out.

The landlord seeks a monetary claim of \$2,434.00 which consists of \$489.72 for utility arrears that were applied to the landlord's property taxes, \$390.97 for unpaid utilities for the period January 1, 2014 to March 31, 2014, \$111.30 for ¼ of the advertising costs for re-renting the unit, \$1,450.00 for the loss of rental income for April 2014, 105.00 for the cost of cleaning stained and pet odor carpets and \$25.20 for stitching repairs to the drapery. The tenant disputes these claims. The landlord has provided copies of invoices for the utility arrears, utilities, advertising costs, carpet cleaning and drapery repairs in support of the claims. The landlord states that the tenant failed to provide the unit in a satisfactory condition for viewings to

re-rent the unit. The landlord states that after numerous showings where the unit (roommates room) was not left in a satisfactory manner for viewings, the landlord was unable to re-rent the unit until May 1, 2014. The landlord has provided two photographs showing the state of the room. The tenant stated that this was a normal satisfactory condition of the roommates room for a twenty year old. The tenant also stated that the tenant worked long hours and would clean up every 2 or 3 days and that the landlord's photograph was not an accurate depiction of the rental. The landlord has provided copies of the written notice to enter for dates, March 17, 2014 for two different viewings. The tenant state that there were issues with the utility bills as usage was higher than normal. Both parties confirmed that the landlord tested the usage by turning off the water for a time to determine if there were any leaks. Both parties confirmed that no leaks were apparent. The tenant states that he was unable to provide any evidence to show that there were any problems with the utility usage. The tenant also states that the landlord is providing fraudulent evidence, but has not provided any evidence of such.

Analysis

I find on a balance of probabilities that the landlord has provided sufficient evidence to satisfy me that a monetary claim has been established. I prefer the evidence of the landlord over that of the tenant. However, the landlord's monetary amount exceeds the amount applied for. As the landlord has not amended his application to increase the monetary claim and served the tenant with proper notice, the landlord's application is limited to the \$2,434.00 limit. The landlord's monetary claim totals \$2,570.27. I find in limiting the landlord's claim that the landlord has established a total monetary claim of \$2,434.00. The landlord has provided invoices for all claims filed, as well as some supporting evidence in the form of photographs and other documentary evidence. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$750.00 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$1,734.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$1,734.00.
The landlord may retain the security deposit.

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: June 12, 2014

