



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD, MNR

Introduction

This is an application for a Monetary Order for \$1175.00 and a request to retain the full security deposit of \$275.00 towards the claim.

A substantial amount of documentary evidence and written arguments have been submitted prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the applicant established a monetary claim against the respondent and if so in what amount?

Background and Evidence

The applicant testified that:

- This tenancy began on August 1, 2013 with a monthly rent of \$550.00 and a security deposit of \$275.00.
- On August 31, 2013 they discovered that the tenants that moved all their belongings out of the rental unit, and had left the door open.
- Since it was obvious the tenants had vacated, they entered the unit and secured it.
- The tenants returned later that day and the tenant was informed that she was welcome to continue living in the rental unit for the month of September 2013 however she chose not to do so.
- The tenant had given no notice to end the tenancy and although they attempted to re-rent it for the month of September 2013 they were unable to do so, and therefore lost the full rental revenue of \$550.00.
- The tenants also failed to do any cleaning whatsoever and as a result they had to hire someone to clean the unit at a cost of \$300.00.
- They are therefore requesting a Monetary Order as follows:

September 2013 lost rental revenue	\$550.00
Cleaning costs	\$300.00
Filing fee	\$50.00
Total	\$900.00

They also request an order allowing them to keep the full security deposit.

The agent for the respondent testified that:

- They had not moved out of the rental unit completely, only he had moved out and the tenant's belongings were still all in the rental unit.

- They arrived at the unit on August 31, 2013 to find that the landlords had broken into the unit and locked them out.
- Since they were locked out of the unit they had no opportunity to clean the rental unit.
- They called the police to try and resolve the matter, and in front of the police the landlord stated the rental unit was left in good condition and that they would be returning the security deposit.
- The unit was completely clean and did not require any further cleaning.

In response to the testimony from the tenant's agent the landlord testified that:

- They did not break into the unit, the tenants had vacated and left the door open.
- They entered the unit to secure it.
- They did not prevent the tenant from entering the unit, and in fact inform the tenant that she was welcome to stay until the end of September 2013.
- The tenant chose not to stay, and also chose not to do any further cleaning.

Analysis

It is my finding that the landlord has shown that the tenant failed to give the required one month Notice to End Tenancy and as a result they lost the full rental revenue for the month of September 2013. I therefore allow the request for that lost rental revenue.

I do not accept the tenants agent's claim that they were forced to move due to the landlord breaking into the rental unit, as he has provided no evidence in support of that claim.

I also accept the landlords claim that the rental unit was left in need of significant cleaning, as the landlords have provided a witness statement from the cleaning lady.

Further I do not find the tenant's agents testimony to be credible as at one point he testified that when the police were at the rental unit on August 31, 2013 they verified that the rental unit had been completely cleaned and that the landlord stated in front of the police that the security deposit would be returned. The tenants agent later

appeared to contradict that testimony when he said that he had moved his belongings out of the rental unit but the tenant and her children's belongings were all still in the unit.

I fail to see how the unit could possibly have been totally cleaned or that the landlord would have stated that the security deposit was going to be returned, if the tenant's belongings were still in the rental unit.

Having allowed the landlords claim for lost rental revenue and cleaning, I also allow the request for recovery of the filing fee.

Conclusion

Pursuant to section 67 of the Residential Tenancy Act I have allowed the landlords full claim of \$900.00 and I therefore order that the landlords may retain the full security deposit of \$275.00 and have issued a Monetary Order in the amount of \$625.00.

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

Residential Tenancy Branch

