



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNR, OPR, OPC, FF

Introduction

This was a hearing with respect to the landlord's application for an order for possession, a monetary order and an order to retain the tenants' security deposit. The hearing was conducted by conference call. The landlord and the tenants called in and participated in the hearing. The landlord's application was filed on June 20, 2014. The tenants moved out of the rental unit on or about June 30, 2014. An order for possession is no longer required and the landlord's application for an order for possession is therefore dismissed.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a cottage on the landlord's property in Langley. The tenancy started in February, 2013. The initial rent was \$1,375.00. The tenants paid a security deposit of \$650.00 on February 23, 2013. The rent was increased to \$1,400.25.

As recorded in a decision dated January 28, 2014, the landlord and the tenants agreed to end the tenancy effective June 30, 2014 and the landlord was granted an order for possession effective June 30, 2014 pursuant to a settlement agreement.

There was a further dispute resolution hearing regarding this tenancy on April 23, 2014. A decision was issued on April 28, 2014 with respect to the hearing.

On June 20, 2014 the landlord filed the application for dispute resolution that is the subject of this hearing. She sought an order for possession and claimed amounts for unpaid rent and for damages related to an alleged assault by the tenant.

On July 24, 2014 the landlord submitted additional evidence concerning her application for dispute resolution. In the application filed June 20, 2014 the landlord claimed a monetary award in the amount of \$5,000.00. In the documents she submitted on July 24, 2014 the landlord itemized a claim for monetary loss as follows:

Rent		
• Month of June:		\$1,400.25
• Flea fumigation:	8 HRS	\$200.00
• Product:		\$121.00
• Windows broken	2For	\$300.00
• Install	4HRS	\$100.00
• Restore window sill	4HRS	\$100.00
• Clean House	8HRS	\$200.00
• Floor Damage		
• Sand and stain	2Days 10HRS	\$500.00
• Repaint Kids Room	8HRS	\$200.00
		\$3,121.25
• Assault	15 days No Farm Work	\$3,000.00
Operating heavy machinery tractor and backhoe, Cutting the fields, Maintenance of fences and buildings, Repairs, yard work including pruning and fertilizing Maintenance of the Truffiere Animal care= shearing, hoof trimming, worming See medication and prescription		
		\$6,721.25

The landlord has not performed the work listed above and the items claimed were not included in the original application because, when the application was filed the tenancy had not yet ended and the tenants were still in possession of the rental unit. the landlord claimed at the hearing that she has discovered additional damage which she said includes malicious damage by the tenants; she said that the tenants deliberately cut some wooden floor joists.

The tenants acknowledged that June rent was not paid. They stated that they believed they were entitled to a month's free rent pursuant to their agreement to move out of the rental unit at the end of June.

Analysis

I advised the landlord at the hearing that I would not consider her claim for damages for assault because it is not a matter that falls within my jurisdiction under the *Residential Tenancy Act*. If the landlord wishes to make a claim for damages for an alleged assault by the tenants she will have to pursue that claim in another forum.

There is no basis for the tenants' assertion that they are not responsible for June rent. The tenancy ended by mutual agreement and the tenants are responsible for June rent.

With respect to the landlord's claim for the cost of repairs and cleaning, those matters were not part of the original application which was brought before the tenancy ended. The landlord has not yet ascertained the actual costs. I dismiss the landlord's claims for the costs of cleaning and repairs with leave to reapply. The landlord will be expected to provide documentary evidence to establish the amounts claimed when she reapplies.

Conclusion

I award the landlord the sum of \$1,400.25, being the amount due for June rent. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$1,450.25. I order that the landlord retain the security deposit of \$650.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$800.25. 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: July 31, 2014

Residential Tenancy Branch

