



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Preliminary Matter

The landlord has filed an application against the tenant that he had a signed agreement with and the tenants' girlfriend. The landlord stated that she was also a tenant and although not on the agreement should be subject to this application. The landlord is relying on a cheque issued by the tenants' girlfriend to pay for rent on one occasion.

The tenants' girlfriend disputes that she was a tenant at this location. The girlfriend stated that she issued a cheque to the landlord on one occasion only as her boyfriend did not have any cheques left to pay the rent.

The landlord stated that he feels there is very little likelihood in collecting any money from the tenant based on his current financial situation and feels that by having the girlfriend who has a job may increase the likelihood of payment. The landlord has not satisfied me that the female listed on this application was a tenant at anytime and therefore this decision will deal only with the male party listed as a tenant.

Background, Evidence and Analysis

The tenancy began on March 1, 2012 and ended on June 28, 2012. The tenant was obligated to pay \$1800.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$900.00 security deposit which has already been awarded to the landlord in a previous hearing.

I address the landlord's claims and my findings around each as follows.

First Claim- The landlord stated that he required the services of bailiffs to enforce the order of possession and writ of possession. The landlord submitted a receipt for \$2913.71. The tenant

stated that “the bailiffs were there, but I moved my own stuff”. I find that the landlord has provided sufficient evidence to prove this claim and I grant the landlord \$2913.71.

Second Claim- The landlord is seeking \$1800.00 for loss of revenue for the month of July 2012. The landlord stated that the property required extensive cleaning and that it was not ready until the middle of July. The tenant disputes this claim. The tenant stated that he was in fact aware that new tenants moved in on June 30, 2012 when he picked up his last belongings. The landlord has not submitted any photos depicting the “absolute mess” he referred to. The landlord has failed to demonstrate the condition of the unit at move out to support this claim or the steps he took to mitigate such losses as required by the Act. Based on the above and on the balance of probabilities I dismiss this portion of the landlords claim.

Third Claim – The landlord is seeking \$286.28 for cleaning, supplies, labour and repairs. The landlord submitted some receipts for this claim. The tenant disputes this claim. The tenant pointed out that some of the receipts are from 2013 and questioned whether these items purchased were in fact used at this location. The landlord did not submit photos or condition inspection reports to support this part of his application. Based on the insufficient evidence before me and on the balance of probabilities I dismiss this portion of the landlord's application.

The landlord is entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$2963.71. I grant the landlord an order under section 67 for the balance due of \$2963.71. This order may be filed 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: August 27, 2014

Residential Tenancy Branch

