



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This is an application for a Monetary Order for \$920.75 and a request to retain the full security deposit of \$275.00

Some documentary evidence, photo evidence, and written arguments has been submitted by the parties 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 September 1, 2011 and ended on March 29, 2014.
- The monthly rent was \$600.00, and a security deposit of \$275.00 was paid.
- The tenant did not give the required Notice to End Tenancy before vacating, and as a result she lost the full rental revenue for the month of April 2014.
- The tenant also left the rental unit in need of extensive cleaning and garbage removal and as a result she had to pay to have this work done.
- At the end of the tenancy she also found there were two light fixtures missing, a smoke detector missing, a doorknob missing, and a sink aerator was missing.

She is therefore requesting a Monetary Order as follows:

April 2014 lost rental revenue	\$600.00
Cleaning and junk removal	\$485.00
Replace missing fixtures	\$40.62
Replace smoke detector, doorknob and sink aerator	\$23.13
Filing fee	\$50.00
Total	\$1198.75

She is further requesting an Order allowing her to keep the full security deposit of \$275.00 towards the claim and is requesting that a Monetary Order be issued for the difference.

The agent for the tenant testified that:

- The tenant does not dispute the claim for lost rental revenue as he did not give the required Notice to End Tenancy.
- The tenant left the rental unit in the same condition in which it was received. The tenant told her that all the car parts and barrels of oil were already at the rental property when the tenant took possession and that's why they were left behind.
- The tenant told her that the light fixtures were missing as was the smoke detector, the doorknob, and this sink aerator, at the beginning of the tenancy.
- The landlord did not do a move in inspection report, and therefore she has no evidence to show that all these items were there at the beginning of the tenancy.

She therefore believes the full claim, other than the claim for lost rental revenue, should be dismissed.

Analysis

It's my decision that I prefer the evidence of the landlord over the hearsay evidence presented by the tenant's agent.

The tenant's agent claims in her testimony that a large amount of car parts and barrels of oil were already at the rental property when the tenant took possession, however I find it very unlikely that the tenant would have accepted a rental unit in such poor condition.

Secondly the tenant's agent's testimony appears to contradict the written statement she provided for today's hearing. In her testimony she stated that the oil and car parts etc.

were all left behind because they had been there when the tenant moved in, however in her written statement she states that she personally help the tenant clean the suite and he was careful not to leave anything behind.

Further I also find it unlikely that the light fixtures, smoke detector, doorknob, and aerator were missing at the beginning of the tenancy.

The tenant's agent states that the tenant told her these items were missing, however I accept the landlord's direct evidence that these items were in the rental property at the beginning of the tenancy.

I therefore allow the landlords full claim, including recovery of the filing fee, for a total of \$1198.75.

Conclusion

I hereby Order, pursuant to Section 38 of the Residential Tenancy Residential Tenancy Act, that the landlord may retain the full security deposit of \$275.00, and pursuant Section 67 of the Residential Tenancy Residential Tenancy Act, I have issued a Monetary Order in the amount of \$923.75.

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

