



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNSD

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. 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?

Background, Evidence and Analysis

The landlord's testimony is as follows. The tenancy began on December 23, 2013 and ended on March 8, 2014. The tenancy was to be for a fixed term until January 1, 2015. The tenants were obligated to pay \$1175.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$600.00 security deposit.

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

First Claim – The landlord is seeking \$78.75 for carpet cleaning as per their tenancy agreement. The landlord submitted documentation to support this claim. The tenant stated that he disputes this claim. The tenant stated that he cleaned his carpets weekly because he had a dog. The tenant did not provide supporting documentation. Residential Tenancy Policy Guidelines clearly states a tenant must steam clean the carpets at move out when they have a pet. I find that the landlord has proven this claim and are entitled to \$78.75.

Second Claim – The landlord is seeking \$1175.00 for unpaid rent for the month of March as well as a loss of \$225.00 per month X 9 months (for the balance of the fixed term) = \$2025.00 = for a total claim of \$3200.00. The landlord stated that the tenant has already “signed off on the deposit” and seeks the remaining \$2600.00. The landlord stated that they advertised the unit on the internet for the same amount but negotiated a six month term at a lower rate with the new tenants. The landlord did not provide any documentation to support this claim.

The tenant disputes this claim. The tenant stated that the unit was illegal and that’s why he left without notice or paying the rent for the month of March.

Based on the documentation and testimony before me, I find that the landlord is entitled to loss of rent for the month of March in the amount of \$1175.00. The landlord has not provided sufficient evidence to support the balance of their claim and dismiss the loss of revenue portion.

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

Conclusion

The landlord has established a claim for \$1303.75. I order that the landlord retain the \$600.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$703.75. 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: September 04, 2014

Residential Tenancy Branch

