



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MNSD OLC FF

### Introduction

This hearing dealt with monetary claims by the landlord and the tenant. The landlord, an agent for the landlord and the tenant participated in the teleconference hearing.

The hearing first convened on June 23, 2014, pursuant to the landlord's application. The tenant informed me that she had also filed an application, which I determined dealt with the same subject matter and should be heard together with the landlord's application. I accordingly adjourned the landlord's application and joined it with the tenant's application. The hearing reconvened on September 4, 2014.

Each party confirmed that they had received the other party's application and evidence. Neither party raised any issues regarding service of the applications or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Is the tenant entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on August 1, 2013 as a fixed-term tenancy to end on July 31, 2014. The monthly rent was \$1800, due in advance on the first day of each month. The tenant paid the landlord a security deposit of \$900 and a pet deposit of \$200. The landlord and the tenant did not complete a move-in condition inspection report. On January 7, 2014 the tenant informed the landlord by email that she would be vacating the rental unit by March 1, 2014. The tenancy ended on February 28, 2014.

### *Landlord's Evidence*

The landlord claimed \$1800 in one month of lost revenue for the month of March 2014 and \$1100 for repairs to the floors by the front door, kitchen and back door of the rental unit.

The landlord stated that the tenant broke the lease and the landlord was unable to re-rent the unit until April 2014. The landlord stated that when the tenant first told them that she was moving, they put the unit up for sale. The tenant then said she was not moving, and the landlord kept the unit listed at first, then took it off the market. The landlord denied telling the tenant that she could not sublet. The landlord also denied re-renting the unit sooner than April 2014, but acknowledged that she had not submitted any documentary evidence showing when the new tenancy began.

The landlord stated that the tenant's dog scratched the floors of the rental unit. The landlord stated that she got a number of quotes for the floors to be sanded and fixed, and her claim of \$1100 is approximately half of the cost of the quotes she obtained. The landlord submitted photographs which she stated showed gouges in the floor. The landlord stated that she did a walk-through with the tenant at the outset of the tenancy, but they did not do a condition inspection report. The landlord acknowledged that there were surface scratches on the floor at the beginning of the tenancy from when the previous tenant moved furniture.

### *Tenant's Evidence*

The tenant claimed recovery of her security and pet deposits, in the amount of \$1100.

The tenant stated that she told the landlord two months in advance that she was moving. The tenant stated that she told the landlord she would find someone to take over the lease but the landlord said it was okay because they were going to put the unit up for sale. The tenant stated that the landlord told her that she shouldn't tell prospective new tenants that the place was for sale. The tenant stated that she went by the unit one week after she moved out to pick up her mail, and there were already new tenants there.

The tenant stated that the floor was already really scratched at the beginning of the tenancy, and the landlord's photographs that allegedly depict the condition of the floors at the beginning of her tenancy must have been taken when the unit was brand new.

### Analysis

I find that the landlord has failed to provide sufficient evidence to support any of her claim. The landlord acknowledged that when the tenant first gave notice to vacate, they put the unit up for sale rather than advertise it to re-rent. The landlord also failed to provide sufficient evidence to show that the next tenancy began on April 1, 2014. The landlord did not provide sufficient evidence, particularly a move-in condition inspection report, to establish the condition of the unit when the tenant moved in. The landlord acknowledged that there were some scratches on the floor at the beginning of the tenancy. The landlord's photographs that she stated showed gouges in the floor at the end of the tenancy did not show any deep scratches. As the landlord's claim was unsuccessful, she is not entitled to recovery of the filing fee for the cost of her application.

As the landlord's application was not successful, the tenant is entitled to return of her pet and security deposits.

### Conclusion

The landlord's application is dismissed.

I grant the tenant an order under section 67 for the amount due of \$1100. 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 15, 2014

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Residential Tenancy Branch

