



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 tenancy began on June 13, 2013 and ended on May 1, 2014. The tenants were obligated to pay \$1680.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$840.00 security deposit.

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

First Claim – The landlord is seeking \$787.50 for cleaning and repairing the unit. The landlord stated that the unit was filthy and had some minor damage such as; broken blinds, broken towel rack, dirty carpets and overall dirty suite as a result of the tenant. The landlord stated that condition inspection reports were conducted at move in and move out. The landlord stated that the tenant refused to sign the document at move out and had significant problems explaining the deficiencies in the unit due to a language barrier.

The tenant stated that the move in condition report has a forged signature. The tenant stated that she always signs in Chinese characters and not in English. The tenant stated that she acknowledges that the unit was not up to Canadian standards of cleanliness and agrees to the cleaning charge. The tenant stated that she disputes the

repairs as the unit was in poor condition when she rented it. The tenant stated that the damage claimed was present at move in.

It was clear to me that due to the language barrier there were significant problems in regards to this tenancy. I accept the tenant did not maliciously damage the unit or intend to leave it in an unacceptable manner however, it's clear that she is responsible for the damage and the unclean state it was left in. It was also very clear the tenant was unaware of what her responsibilities and obligations are as a tenant. The landlord submitted sufficient evidence to support his claim. I accept the landlords' testimony that the tenant did sign the move in inspection report and then left without signing on the move out date. In addition, the landlord provided photos of the unit and e-mails that support his position that the unit had undergone some repairs during the tenants' tenure. Based on the above and on the balance of probabilities I find that the landlord is entitled to \$787.50.

Second Claim- The landlord is seeking the loss or revenue for the month of May 2014. The landlord stated that he is seeking this amount for two reasons; the landlord stated that the unit was so dirty it made it impossible to rent the unit and that the tenants were "slandering" the building and the management in their native language to perspective tenants during showings. The landlord stated that perspective tenants would mention it to him after the showing that the tenant was speaking negatively about their experience as tenants there.

The tenants stated that they acknowledge that the unit wasn't as clean as it could have been but the landlord was unable to rent the suite due to the building being old and worn. The tenant adamantly disputes that they spoke poorly of the building, management or their experience.

The landlord stated that they had lowered the rent and that they aggressively advertised the unit throughout the month. I accept that the landlords' ability to rent the unit was restricted by the move out condition of the unit. However, the unit could have been brought to a level of cleanliness in fairly short order along with the minor repairs needed and I find that the appropriate loss of revenue that the landlord is entitled to is for two weeks. I find that the landlord is entitled to \$840.00.

I find that the landlord is entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$1677.50. I order that the landlord retain the \$840.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$837.50. 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: October 15, 2014

Residential Tenancy Branch

