



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Easyrent Real Estate Services Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNR, MNDC, MND, FF

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 April 1, 2012 and ended on August 5, 2013. The tenants were obligated to pay \$1995.00 per month in rent in advance. Both parties participated in the move in condition inspection report. The tenant did not participate in the move out condition inspection report.

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

First Claim – The landlord is seeking 1995.00 for loss of revenue for the month of August 2013 as a result of the tenant not providing a proper one month's notice. The landlord stated that he received an email from the tenant on July 31, 2013 that he had moved out. The landlord stated that he had not threatened the tenant as alleged. The landlord stated that he discovered the tenant had sublet the unit to a family of four which was in breach of their tenancy agreement. The landlord stated that his emails and phone calls were to provide the tenant an opportunity to remedy the situation, to which the tenant did not. The landlord was unable to rent the unit at due to the short notice and the condition to which the tenant left it in until September 1, 2013.

The tenant stated that he felt threatened by the landlord and his e-mails. The tenant stated that the landlord was demanding an exorbitant amount of rental increase for having the family living in the unit and the tenant was concerned that the landlord would disable the fobs to get into the building. The tenant stated "I didn't want to deal with this challenging situation...so I decided it was best if I just left".

Based on the tenants own testimony he did not provide proper written notice as is required under the Act. I do not agree with the tenant that the landlord was threatening or harassing. I accept it was a very stressful situation, but one that the tenant was responsible for. Based on the above I find that the landlord is entitled to the loss of revenue for August 2013 in the amount of \$1995.00.

Second Claim – The landlord is seeking \$150.00 for the move out fee. The tenant did not dispute this claim. Based on that acknowledgment I find that the landlord is entitled to \$150.00.

Third Claim- The landlord is seeking \$1478.40 for minor repairs, cleaning, rekeying locks, replacement of some miscellaneous items and the painting of the suite. The landlord stated that the tenant had abandoned the unit and had not provided a forwarding address until almost 5 months later. The landlord stated that attempts were made to contact the tenant to conduct the move out inspection but to no avail. The landlord provided completed inspection reports from move in and move out along with some documentation to provide a "snapshot" of the condition at the start and end of tenancy. The landlord provided receipts to support his claim.

The tenant stated that the unit was left in "decent" condition and that it was just normal wear and tear. The tenant stated that he was not given an opportunity to do the walk through at the end of tenancy.

Based on all of the above I find that the landlord has provided sufficient evidence to support his claim and that he is entitled to \$1478.40.

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

Conclusion

The landlord has established a claim for \$3673.40. I grant the landlord an order under section 67 for the balance due of \$3673.40. 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 01, 2014

Residential Tenancy Branch

