



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing him to retain the security deposit. Both parties participated in the conference call hearing.

The parties confirmed that they had received each others' evidence with the exception of carpenters' invoices which the landlord claimed to have served on both the Residential Tenancy Branch and on the tenant. Neither the Branch nor the tenant had received these documents so I declined to hear the part of the landlord's claim which was based on those invoices.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The parties agreed that the tenancy began in or about September 2012 at which time the tenant paid a \$370.00 security deposit and ended on June 2, 2014. They further agreed that rent was set at \$740.00 per month.

The landlord seeks to recover \$740.00 in lost income for the month of June 2014. He testified that he did not receive notice from the tenant that she was vacating the rental unit and that he did not discover she was moving until May 28. The landlord testified that he advertised the rental unit immediately but was unable to find new tenants until September. The tenant testified that she gave the landlord verbal notice that she was moving in March.

The landlord seeks to recover \$157.50 as the cost of cleaning carpets at the end of the tenancy and provided an invoice showing that he had paid this amount to a professional

carpet cleaning service. The landlord provided photographs showing stains on the carpet. The tenant testified that she cleaned the carpets regularly and insisted that those stains were not there at the end of the tenancy. The parties agreed that the tenant did not participate in the move out inspection of the unit but sent her boyfriend to attend, who refused to sign the condition inspection report.

The landlord seeks to recover \$92.52 as the cost of repairing 2 screens in the rental unit. The landlord provided an invoice showing the cost of purchasing supplies to repair the screens and provided photographs showing 2 broken screens. The tenant acknowledged having broken one screen but said there were no other screens broken. She claimed that during the tenancy, the landlord had told her it would cost just \$15.00 to repair the screen. The landlord denied having given her a cost estimate.

The landlord seeks to recover the \$50.00 filing fee paid to bring his application.

### Analysis

Section 45 of the Act requires tenants to provide one full month's written notice to end a tenancy. I find that the tenant failed to comply with the Act and I find that despite attempts to re-rent the unit, the landlord suffered the loss of one month's rent as a direct result of the tenant's actions. I find that the landlord should recover the lost income from the tenant and I award him \$740.00.

I find that the carpets were stained at the end of the tenancy. I accept the testimony of the landlord over that of the tenant because the tenant did not participate in the inspection of the unit at the end of the tenancy, which would have been her opportunity to see with the landlord the condition of the unit at that time. I find that the tenant should be held liable for the cost of carpet cleaning and I award the landlord \$157.50.

I find it more likely than not that the tenant broke both of the screens in the rental unit. The tenant had testified that she complained about one broken screen and I find it unlikely that she would have lived with a second broken screen throughout the tenancy, so more likely than not it was the tenant and not a previous occupant who broke the screen. I find that the landlord should recover the cost of repairs and I award him \$92.52.

As the landlord has been successful in his claim, I find he should recover the filing fee and I award him \$50.00.

Conclusion

The landlord has been awarded a total of \$1,040.02. I order the landlord to retain the \$370.00 security deposit in partial satisfaction of the claim and I grant him an order under section 67 for the balance of \$670.02. This order may be filed in the Small Claims Division of the Provincial 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 10, 2014

---

Residential Tenancy Branch

