



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Bonniehon Management Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR MNSD MNDC FF

### Introduction

This hearing dealt with monetary applications by the landlord and the tenant. Two agents for the landlord and the tenants participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application 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 April 1, 2013. Rent of \$1250, plus \$20 for parking, was payable in advance on the first day of each month. At the outset of the tenancy, the tenants paid the landlord a security deposit of \$625. On April 1, 2013 the landlord and the tenant carried out a move-in inspection and signed the condition inspection report. The tenancy ended on October 31, 2013.

### *Landlord's Evidence*

The landlord stated that on October 9, 2013 they received the tenants' notice to vacate the rental unit by October 31, 2014. The landlord stated that they were unable to re-rent the unit until December 15, 2013, and they have therefore claimed loss of rental and parking revenue for November 2013.

The landlord stated that they tried to arrange a move-out inspection but the tenants did not attend the inspection; nor did they provide their forwarding address in writing prior to making their application. The landlord stated that the tenants did damage to the rental

unit and did not clean when they vacated, and the landlord has claimed \$620 for cleaning and repairs. The only evidence the landlord provided to support their claim for cleaning and repairs was the move-out inspection report that the landlord filled out in the absence of the tenants.

### *Tenants' Evidence*

The tenants stated that the rental unit was in terrible condition from the outset of the tenancy, and the landlord did not fix anything. The tenants stated that they were pressured to move out of another unit in the building and to move into this rental unit. They stated that they did not understand when they signed the move-in condition inspection report. The tenants have claimed double recovery of their security deposit.

### Analysis

#### *Landlord's application*

The tenants' written notice to vacate is dated October 9, 2014. The tenants gave late notice to vacate, and the landlord stated that they were unable to re-rent the unit until December 15, 2014. However, the landlord did not provide any evidence to show that they took reasonable steps to re-rent the unit as soon as possible. I therefore find that the landlord is not entitled to recovery of lost revenue for November 2014.

The landlord provided no evidence to support their claim for cleaning and repairs, aside from notes they made on an inspection report for an inspection that the tenants did not attend. The landlord did not provide evidence that they provided the tenants with two written notices of opportunity to conduct a move-out inspection. I therefore find that the landlord is not entitled to their claim for cleaning and repair costs.

#### *Tenants' Application*

The tenants did not provide evidence that they gave the landlord their forwarding address in writing any time prior to making their application to recover the filing fee. The landlord failed to keep the security deposit within 15 days of the date that the tenants filed their application. I therefore find that the tenants are not entitled to double recovery of the security deposit. The tenants are entitled to recovery of the base amount of their deposit.

#### *Filing Fees*

As the landlord's application was not successful, they are not entitled to recovery of the filing fee for the cost of their application.

As the tenant's application was only partly successful, they are entitled to partial recovery of their filing fee, in the amount of \$25.

Conclusion

The landlord's application is dismissed.

I grant the tenants an order under section 67 for the balance due of \$650. 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: November 4, 2014

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Residential Tenancy Branch

