



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, LAT, MT, O, MNR, MNSD, MNDC

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Have the landlords established a monetary claim against the tenant, and if so in what amount?

Has the tenant established the right to the return of her security deposit?

Background and Evidence

The landlords testified that:

- The tenant left the rental unit in need of significant cleaning and as a result they had to pay \$200.00 to have the unit cleaned.
- The tenant damaged two blinds in the rental unit and they had to be replaced at a cost of \$100.00 each.

- The tenant had signed a fixed term tenancy agreement with an expiry date of June 30, 2015, and the tenant breached that tenancy agreement vacating the rental unit on September 28, 2014.
- They were able to re-rent the unit and have signed the tenancy agreement for December 1, 2014 and therefore they are reducing their claim, they are now asking for lost rental revenue for the months of October 2014, in November 2014 only.
- The tenant also failed to pay the rent for September 2014.
- The tenant failed to return the keys at the end of the tenancy and therefore they had to change the deadbolts at a cost of \$70.00.
- One curtain was missing at the end of the tenancy and had to be replaced at a cost of \$140.00.
- They had to take photos for proof of the damage at a cost of \$10.00.
- There were many bags of garbage left on the deck and they had to have them removed at a cost of \$75.00.
- They had to advertise the rental unit to try and find a new tenant at a cost of \$120.00.
- They also had to pay a \$15.00 reconnection fee for the Hydro which they would not have had if the tenant hadn't broken the lease.

They are therefore requesting a reduced monetary order as follows:

Cleaning cost	\$200.00
Replace damaged blinds	\$200.00
Lost rental revenue for two months	\$2200.00
September 2014 rent outstanding	\$1100.00
Change deadbolts	\$70.00
Replace curtain	\$140.00
Photo evidence	\$10.00
Garbage removal	\$75.00
Advertising	\$120.00
Hydro reconnection fee	\$15.00
Filing fee	\$100.00
Total	\$4230.00

They further request an order allowing them to keep the full security/pet deposit of \$1100.00, and requested a monetary order be issued for the difference.

The tenant testified that:

- She left the rental unit cleaner at the end of the tenancy than it was when she received it at the beginning of the tenancy.
- She is not aware of any damaged blinds in the rental unit.
- She did breach the lease; however she does not know why the landlords were unable to rent it sooner than December 1, 2014.
- She did not pay the September 2014 rent, although she has offered on two occasions to pay it.
- She did not return the keys at the end of the tenancy; however the landlord did not request return of the keys.
- She is unaware of any missing curtain.
- There was some garbage left behind, however she disputes that it would cost \$75.00 to remove it, especially since the landlord has provided no evidence or receipts for that work.
- She paid for one add herself before moving out of the rental unit and therefore thinks the landlord should pay for any further advertisements.
- She had to take the Hydro out of her name, as she was paying Hydro for the full rental property.

Analysis

It is my decision that the only portion of the claim that I will allow is the claim for outstanding rent and lost rental revenue totaling \$3300.00.

It's my finding that the tenant failed to pay the September 2014 rent, and therefore I allow that portion of the claim.

It is also my finding that the tenant breached a fixed term tenancy agreement and as a result the landlord lost two months rental revenue.

I deny the remainder of the landlord's claims, because the landlord has failed to provide any evidence in support of their claims of having paid for cleaning, replacing blinds, replacing deadbolts, replacing the curtain, garbage removal, advertising, or a Hydro reconnect fee.

Further I deny the claim for photo evidence as that is a cost of the dispute resolution process, and I do not have the authority to award costs other than the filing fee.

I will allow the claim for recovery of the \$1.00 filing fee.

Therefore the total amount of the claim that I have allowed is as follows:

September 2014 rent outstanding	\$1100.00
October 2014 lost rental revenue	\$1100.00
November 2014 lost rental revenue	\$1100.00
Filing fee	\$100.00
Total	\$3400.00

Conclusion

I have allowed \$3400.00 of the landlords claim and I therefore order that the landlords may retain the full security/pet deposit totaling \$1100.00, and I've issued a monetary order in the amount of \$2300.00.

The remainder of the landlords claim is dismissed without leave to reapply.

The tenant's request for an order for return of her security deposit is dismissed without leave to reapply.

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 13, 2014

Residential Tenancy Branch

