



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR MNSD MNDC 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. The landlord and the tenant 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?

Background and Evidence

The tenancy began on September 15, 2013. Rent in the amount of \$1200 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$600. On September 15, 2013 the landlord and the tenant carried out a move-in inspection and completed a condition inspection report.

On April 30, 2014 the tenant gave the landlord written notice to vacate by May 31, 2104. The tenant and another occupant failed to vacate the unit until June 4, 2014. The landlord and the tenant attended at the rental unit on this date to carry out a move-out inspection, but the tenant did not sign the condition inspection report. The tenant did not give the landlord a forwarding address in writing.

Landlord's Claim

The landlord has claimed the following monetary compensation:

- 1) \$600 for lost revenue for June 1 to 14, 2014 – the landlord stated that she was unable to show the unit because the occupant refused to allow the landlord to show the unit and

threatened to tell prospective new tenants that the unit was rat-infested. Additionally, the tenants did not vacate until June 4, 2014, after they said they might not move out;

- 2) \$92.52 for a broken window;
- 3) \$456.34 for yard work – the landlord stated that the tenant did no yard work, even though he was required to do so under the tenancy agreement. The addendum to the agreement indicates “tenants agree to cut the grass and do yard work.” The landlord submitted receipts for yard work and grass dump fees;
- 4) \$333.78 for an unpaid water bill – the landlord submitted an invoice for water usage between April 14, 2014 and June 14, 2014;
- 5) \$200 for cleaning – the landlord stated that the tenant did not clean the unit before vacating, and the landlord paid the new tenant \$200 to do cleaning; and
- 6) \$7.43 for photo development.

Tenant's Response

The tenant acknowledged that he told the landlord he and the occupant would not be able to get out of the rental unit on time. The tenant stated that they did allow the landlord to show the house; however, on one occasion the landlord decided that the unit was not acceptable to show. The tenant acknowledged that he or the occupant was going to tell prospective tenants about the condition of the unit.

The tenant acknowledged that he was responsible for the broken window.

The tenant acknowledged that he did not do yard work, but stated that he was only responsible for the lawn, not for removing a dead tree or debris that the previous tenant left behind.

The tenant acknowledged owing for the water bill, but only in the amount of \$283.86, representing the time that he or the occupant were in the rental unit.

The tenant disputed the landlord's claim for cleaning costs, but acknowledged that they did not clean the walls or windows.

Analysis

Upon consideration of the evidence and on a balance of probabilities, I find as follows.

The landlord is entitled to \$600 for lost revenue for the first half of June 2014. The tenant acknowledged that he or the occupant were not fully cooperative with the landlord's attempts to re-rent the unit; further, the tenants did not vacate the unit until June 4, 2014.

The landlord is entitled to \$92.52 for the broken window, as the tenant acknowledged responsibility for this damage.

The landlord is not entitled to the full amount claimed for yard work. Tenants are not responsible for major yard work such as tree removal. The landlord's invoices do not clearly describe the work done. However, the tenant acknowledged that he did not do any yard work. I therefore grant the landlord a nominal award of \$200 for yard work.

The landlord is only entitled to recovery of utilities for the time that the tenants used the utilities. The tenants vacated the unit on June 4, 2014. I have calculated the amount owed by the tenants for water usage from April 14, 2014 to June 4, 2014 as \$277.03, and I find that the landlord is entitled to this amount.

I accept the landlord's evidence that the tenants left the unit in an unclean condition. The tenant acknowledged that they did not clean the walls or windows. I find the landlord's claim of \$200 to be reasonable, and I grant her that amount.

A participant in the dispute resolution process must generally bear their own costs associated with the process, aside from the filing fee, which I address below. I therefore decline to grant the landlord her cost for photo development.

As the landlord's application was mostly successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$1419.55. I order that the landlord retain the security deposit of \$600 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$819.55. 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: December 12, 2014

Residential Tenancy Branch

