



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD, O

Introduction

This is an application for a monetary order for \$2961.50.

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

The issue is whether or not the landlord has established monetary claim against the tenant, and if so in what amount.

Background and Evidence

The landlord has filed a monetary claim with the breakdown as follows:

1. Rent for August 2014	\$918.00
2. Damage deposit	\$450.00
3. NSF charge-Charlton Park	\$197.50
4. Gas/wear/tear on vehicle	\$262.00
5. Fixing and painting	\$400.00
6. Filing fee	\$50.00
7. Eyewitness investigations	\$225.00
8. One half September 2014 rent	\$459.00
Total	\$2961.50

The landlord testified that:

- The tenant gave notice that she would be vacating the rental unit at the end of August 2014; however she never paid any rent for the month of August 2014.
- She added the security deposit onto her claim in error and now realizes that she should have deducted the security deposit of \$450.00 from her claim.
- There is a daily rental unit in the strata property which the tenant rented and paid the cheque to the strata council which was returned NSF and the strata council has now charge that cheque back to her.
- When the tenant vacated the rental unit, the unit was left dirty and with gouges in the walls and had to be fixed and painted. Melted crayon that had to be scraped off and repaired and as a result she had to do substantial cleaning and repairs.
- She also lost one half months' rent for the month of September 2014, as she was unable to re-rent it due to the condition in which it was left.
- She was able to re-rent the unit for mid-September 2014 and therefore only lost one half months' rent.

The tenant testified that:

- She admits that she did not pay the August 2014 rent, although she was out of the rental unit by August 15, 2014 and therefore the landlord could have re-rented it.
- She did rent the daily rental unit for a friend of hers who initially was going to rent for three days, and therefore a cheque was issued for those three days, however she subsequently made an agreement with the property manager to reduce it to one day and therefore the property manager said he would destroy the cheque. A second cheque was issued for the one day rent, and that cheque was cashed.
- She does not dispute the landlords claim for cleaning and repairs, as she had hoped to leave the rental unit in good condition, however she had a terrible move and was unable to do so.
- She does not believe she should have to pay for ½ September 2014 rent as the landlord knew she was out of the rental unit on August 15, 2014 and she believes the unit could have been made ready for rental on September 1, 2014.

In response to the tenant's testimony the landlord testified that:

- She realizes that the tenant did vacate the rental unit on August 15, 2014, however originally she had been told that the tenant was vacating the end of August 2014 and therefore she had made arrangements for repairs to be done at that time.

- After the tenant vacated on August 15, 2014 she did attempt to re-rent the unit for as soon as possible, however was unable to re-rent the unit, due to the condition in which was left, until September 15, 2014.

Analysis

The tenant has admitted that she did not pay the August 2014 rent and therefore is my finding that since the tenants notice was for the end of August 2014, the tenant is liable for that outstanding rent.

I will not allow the landlords claim for the NSF bank charge that has been claimed by the strata Corporation because there is insufficient evidence to show that the tenant owed any money to the strata Corporation at the time that they attempted to cash the cheque that went NSF. Further this was an agreement between the strata Corporation and the tenant and therefore the tenant has no obligation to the landlord with regards to this matter.

I have not allowed the landlords claim for gas/wear/tear on the vehicle as this is a cost of doing business for an absentee landlord that cannot be passed on to the tenant.

The tenant does not dispute the claim for fixing and painting the rental unit and therefore I have allowed that portion of the claim.

I will not allow the claim for eyewitness investigations, because the tenant is not required to give the landlord a forwarding address, and therefore if the landlord had to hire someone to find the tenant that is a charge that the landlord must bear.

I will allow the landlords claim for one half months' rent for the month of September 2014, because it's my finding that the tenant left the rental unit in need of significant cleaning and repairs, and therefore this rental unit was in no condition to be rented until those cleaning and repairs were done.

I also allow the landlords request for recovery of the \$50.00 filing fee.

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

August 2014 rent outstanding	\$918.00
Fixing and painting	\$400.00
1/2 months rent for September 2014	\$459.00
Filing fee	\$50.00
Total	\$1827.00

Conclusion

I have allowed \$1827.00 of the landlords claim, and I therefore Order that the landlord may retain the full security deposit of \$450.00 and I have issued a Monetary Order in the amount of \$1377.00.

The remainder of this claim 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: April 14, 2015

Residential Tenancy Branch

