



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

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 and pet deposits in partial satisfaction of the claim. The landlord's agent and three of 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?

Background and Evidence

The tenancy began on March 1, 2014. Rent in the amount of \$900 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 \$450 and a pet deposit of \$200. The tenancy ended on or about November 2, 2014.

Landlord's Claim

The landlord stated that the tenants did not give written notice to vacate, and the landlord has therefore claimed \$900.00 for November 2014 rent. The landlord also claimed \$450.00 for cleaning and "maintenance" charges.

The landlord submitted supporting evidence including the following:

- a move-in/move-out condition inspection report
- a rental application indicating suite “A5”;
- a document entitled “Move in / Move out / Charge Analysis” indicating charges of \$40 for cleaning the stove/oven and \$30 for cleaning the fridge;
- an invoice for \$22.00 for blinds;
- an invoice for \$142.37 for laminate; and
- a purchase order indicating \$268.80 for labour to install laminate flooring.

In the hearing the landlord’s agent stated that she could not say anything about the move-in inspection because she was not there.

Tenants’ Response

The tenants stated that for the move-in condition they were shown unit A5, but the rental unit they moved into was B12. The tenants stated that on October 23, 2014 they paid \$550.00 toward November 2014 rent. They stated that all of the tenants had vacated the rental unit by November 2, 2014. The tenants stated that the landlord knew that two of the four tenants were moving, and the other two tenants gave the landlord verbal notice, on or about October 25, 2014.

Analysis

I find that the landlord has not provided sufficient evidence to support any portion of their claim.

The landlord’s application indicated that they sought \$900.00 for November 2014 rent because the tenants gave late notice. I accept the evidence that the tenants did not give proper written notice to vacate; however, the landlord has not established that they took reasonable steps to re-rent the unit as soon as possible but were unable to do so. The tenants overheld for two days in November 2014, but the landlord did not claim a per-diem rate for those two days, and the landlord may have received a partial payment for November 2014 rent.

The landlord was unable to confirm whether the move-in inspection was conducted in the rental unit that the tenants occupied or another unit. The tenants’ version of events is lent credibility by the landlord’s rental application document, which indicates that the tenants were applying to rent unit A5. There is therefore no clear evidence of the agreed-upon condition of the rental unit at the beginning of the tenancy. The landlord

did not provide photographs, witness statements or other evidence of damage to the rental unit at the end of the tenancy. The landlord did not provide evidence of cleaning, only a "charge analysis" indicating what the landlord anticipated cleaning costs to be. The landlord did not provide evidence of the age of the blinds or laminate that was replaced.

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

The tenants are entitled to recovery of the security and pet deposits, in the amount of \$650.00.

Conclusion

The landlord's claim is dismissed in its entirety.

I grant the tenants an order under section 67 for the balance due of \$650.00. 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: July 17, 2015

Residential Tenancy Branch

