



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Nacel Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNDC, MNR, MNSD

Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$2400.00, recovery of the \$50.00 filing fee, and a request to retain the full security deposit of \$600.00 towards the claim.

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

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

Background and Evidence

The landlord testified that the tenant failed to pay the January 2015 rent and as a result was evicted with a 10 day Notice to End Tenancy which was posted on the tenants door on January 8, 2015.

The landlord further stated that after the tenant vacated they found the rental unit was in poor condition and the carpet was in such bad condition that it had to be replaced. Therefore they were unable to rent the unit for the month of February 2015.

The landlords are therefore requesting a monetary order as follows:

January 2015 rent outstanding	\$1200.00
February 2015 lost rental revenue	\$1200.00
Filing fee	\$50.00
Total	\$2450.00

The tenants testified that they were unable to pay the January 2015 rent and therefore the landlord served them with a 10 day Notice to End Tenancy which they received on January 8, 2015 and therefore had until January 18, 2015 to vacate the rental unit.

On January 15, 2015, three days before they were supposed to be out of the rental unit the landlords change the locks on the unit and therefore they were unable to clean the unit at the end of their tenancy. Had the landlord's not change the locks, they would have left the rental unit in good condition, and therefore it could have been rented for February 2015.

They also believe that the landlords chose to renovate the rental unit after they vacated as they were doing that to all units as tenants vacated, and therefore they should not be held liable for any lost rental revenue for the month of February 2015.

Landlord admitted that the locks were changed on January 15, 2015 under the direction of head office.

Analysis

It is my finding that the tenants are liable for the January 2015 rent as they were living in the rental unit and failed to pay that rent, resulting in the eviction.

I will not however allow the landlords claim for lost rental revenue for the month of February 2015, because the landlord has admitted that they changed the locks on January 15, 2015, which is three days prior to the date that the tenants were required to vacate, thereby eliminating the tenants opportunity to return to the unit to ensure it was left in good condition. Further, although the landlord claims a rental unit was left in poor condition and that the carpet needed replacing, the landlord has provided no evidence in support of that claim.

I will however allow the landlords claim for the filing fee as I have allowed \$1200.00 of the claim.

Conclusion

I have allowed \$1250.00 of the landlords claim and I therefore order that the landlord may retain the full security deposit of \$600.00 and I have issued a monetary order in the amount of \$650.00. 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: July 29, 2015

Residential Tenancy Branch

