



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent or utilities; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act* (Act), regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

The tenant, and the landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other on their evidence. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

### Background and Evidence

The parties agreed that this tenancy started on April 01, 2014 for a fixed term tenancy that was not due to end until April 01, 2015. Rent for this unit was \$1,250.00 per month due on the 1<sup>st</sup> of each month in advance. The tenant paid a security deposit of \$625.00 at the start of the tenancy which has been dealt with under a previous hearing.

The landlord testified that the tenant did not give the required notice to end the tenancy and the tenancy ended on May 10, 2014 before the end of the fixed term. The tenant gave notice by telephone on May 06, 2014 and then on the day the tenant was moving out the tenant put a notice in writing to the landlord and vacated on that day.

The landlord testified that she started to advertise the unit on an internet site and managed to re-rent the unit for June 01, 2014. As the tenant had paid rent for May, 2014 the landlord testified that there was no loss of rent for the unit and no monetary order is required to recover rent.

The landlord testified that she had to pay a fee to the Strata of \$200.00 for moving in and moving out fees for the tenant. The landlord seeks to recover this from the tenant. The landlord agreed that she had not informed the tenant in writing of these fees and they were not included in the tenancy agreement.

The landlord testified that she had to clean the unit after the tenant vacated and had to paint the living room due to scuff marks on the walls. The landlord seeks to recover \$250.00 for the cleaning and painting. The landlord agreed she did not do a move in or a move out condition inspections of the unit at the start and end of the tenancy.

The tenant testified that she agreed she did not give the landlord proper notice to end the tenancy but due to a family emergency she had to vacate the rental unit earlier.

The tenant disputed the landlord's claims concerning fees to move in and move out of the rental unit and testified that this is the first she had heard of these fees. The landlord has made no mention of moving fees from the Strata at the start or end of the tenancy.

The tenant disputed the landlord's claim for cleaning or painting. The tenant testified that the rental unit was left clean at the end of the tenancy. The scruff marks on the walls in the living room were there when the tenant moved into the unit and she told the landlord not to worry about them as the tenant needed to move into the unit.

### Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. The landlord had applied for a Monetary Order for unpaid rent yet there is no rent or loss of rent outstanding. This section of the landlord's application is therefore dismissed without leave to reapply.

With regard to the landlord's claim to recover \$200.00 from the tenant for moving in and out fees payable to the Strata. The landlord should have informed the tenant of these fees prior to the tenant moving into the unit. Any additional fees charged to a tenant must be recorded so the tenant is fully informed of all costs to be incurred when renting a unit. Furthermore the landlord has provided insufficient evidence showing these fees were paid to the Strata. Consequential, I must dismiss the landlord's application without leave to reapply.

With regard to the landlord's application to recover the amount of \$250.00 for cleaning and painting; in this matter the landlord has the burden of proof to show the tenant did not leave the rental unit reasonably clean at the end of the tenancy and the actual costs incurred by the landlord to clean the unit. The landlord must also show that the walls were scuffed by the tenant during this short term tenancy of 40 days and the actual costs incurred to repaint the living room. The landlord has insufficient corroborating evidence to meet the burden of proof in either of these matters. Consequently, the landlord's application for cleaning and painting is dismissed without leave to reapply.

As the landlord's application is unsuccessful, the landlord must bear the cost of filing her own application.

Conclusion

The landlord's application is dismissed in its entirety 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: October 15, 2015

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Residential Tenancy Branch

