



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 326843 B.C. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

The hearing first convened on July 3, 2015, pursuant to the landlord's application for monetary compensation and an order to keep the security deposit in partial compensation of the monetary claim. On that date I determined that it was appropriate to adjourn the hearing to allow the landlord to amend her application in accordance with the Rules of Procedure and serve the tenants with a copy of the amended application.

The tenants filed a cross-application to claim double recovery of the security deposit and further monetary compensation. The hearing reconvened on September 18, 2015. The landlord and one tenant called in to the teleconference hearing.

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?

Are the tenants entitled to double recovery of the security deposit?

Are the tenants entitled to further monetary compensation as claimed?

Background and Evidence

The tenancy began on August 1, 2014. Rent in the amount of \$1,500.00 was payable in advance on the first day of each month. The tenancy agreement indicates that electricity, water and heat are not included in the rent. At the outset of the tenancy the tenants paid the landlord a security deposit of \$750.00. The landlord and the tenants carried out a move-in inspection and initialled a condition inspection report.

On September 29, 2014 the tenants gave the landlord written notice of their intention to vacate the rental unit on October 31, 2014, and vacated the unit on that date. On November 14, 2014 the landlord filed to keep the security deposit in partial compensation of her monetary claim.

Landlord's Claim

The landlord stated that the tenants did not pay for utilities totalling \$564.48. The landlord claimed \$50.00 for yard work, \$50.00 for front door repair and \$120.00 for house cleaning. The landlord submitted an invoice that detailed all of the cleaning done, as well as copies of the utilities bills. The landlord stated that she paid the bills so that penalties would not occur, and she therefore also sought 10 percent interest on the utilities, cleaning, repairs and yard work, in the amount of \$78.45.

The landlord claimed \$1,500.00 in lost revenue. The landlord stated that the tenants did not want to take possession of the rental unit until August 2014, and therefore the landlord lost revenue for June and July 2014. The landlord also claimed lost revenue for November 2014, as she did not re-rent the unit until December 2014.

The tenants did not dispute that they owed for utilities. The tenants stated that they were not required under their tenancy agreement to do yard work, and the front door was indicated as broken in the move-in inspection. The tenants submitted that the tenancy was a month-to-month tenancy, they gave one month's notice to vacate and the landlord accepted their notice, so she should not be entitled to lost revenue for November 2014.

Tenants' Claim

The tenants claimed double recovery of their security deposit on the basis that the landlord did not return it to them within the required time frame. The tenants submitted that they informed the landlord that there was a mouse infestation in the house. The tenants submitted that the landlord did not deal adequately with the mouse infestation, as she only put out one trap and one plate of poison. The tenants have claimed \$236.25 for hiring the pest control company.

In regard to the security deposit, the landlord responded that she believed she filed her application in time. The landlord stated that she addressed the mouse infestation the day after the tenants informed her of the problem, and no mice were ever caught. The landlord stated that there have been no subsequent problems with mice.

Analysis

Landlord's application

The landlord is entitled to \$564.48 in outstanding utilities.

I find that the landlord's claim of \$120.00 for cleaning is reasonable. The landlord is also entitled to \$50.00 for yard work, as tenants are generally responsible for general yard work, whether the tenancy agreement specifies it or not. I find that the landlord is not entitled to any amount for repair of the door, as the move-in condition inspection report shows that it needed repair at the beginning of the tenancy. The landlord is not entitled to interest on any of these amounts. It is the landlord's responsibility to mitigate costs such as late payment penalties by paying the bills as soon as possible.

The landlord is not entitled to any amount for lost revenue for the beginning or the end of the tenancy. The landlord chose to enter into the agreement for the tenancy to begin in August 2014. The tenancy was a month-to-month tenancy, and the tenants gave sufficient notice under the Act. The landlord did not provide evidence that the tenants were responsible for the landlord's inability to re-rent the unit for November 2014.

Tenants' Application

Section 38 of the Act sets out that the landlord has 15 days after the later of the two of the tenancy ending and the tenants providing their forwarding address to either return the security deposit or make an application to keep it. In this case the landlord made her application to keep the deposit within the required timeframe, and therefore the tenants are not entitled to double recovery of the security deposit.

In regard to the claim for recovery of \$236.25 for pest control, I find that the tenants are not entitled to recovery of this amount. The tenants did not give the landlord a reasonable amount of time to address the problem; nor did they receive the landlord's authorization to hire pest control.

Filing Fees

As the landlord's application was partially successful, they are entitled to partial recovery of their filing fee, in the amount of \$15.00.

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

Conclusion

The tenants' application is dismissed.

The landlord is entitled to \$749.48. I order the landlord to retain the security deposit of \$750.00 in full compensation of this amount. I decline to make a monetary order for the minimal amount of \$0.52.

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 8, 2015

Residential Tenancy Branch

