



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The hearing first convened on September 25, 2015. On that date, the tenant stated that she had not received the landlord's evidence. The landlord stated that she had sent the evidence package to the tenant via regular mail. Because service of the package could not be confirmed, I adjourned the hearing to allow the landlord to re-serve the tenant and the tenant to submit any evidence in response.

The hearing reconvened on December 2, 2015. On that date, each party confirmed that they had received the other party's evidence. Neither party raised any further issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed 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 November 1, 2014 as a fixed term tenancy to end on September 30, 2015. Rent in the amount of \$1,245.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$622.50. An undated condition inspection report is signed by the tenant to indicate that a move-in inspection was done; however, there is no landlord signature on the document.

The tenancy ended on March 31, 2015. The landlord did not do a move-out inspection with the tenant or serve her with a notice of final opportunity to do a move-out inspection. The landlord received the tenant's forwarding address in writing on April 20, 2015.

Landlord's Claim

The landlord stated that the tenant broke the lease after only three months. The landlord stated that on February 6, 2015 she received a voicemail message from the tenant, in which the tenant stated that she was going to move out on March 5, 2015. The tenant then stated that she was moving out on March 25, 2015. The landlord stated that without her knowledge the tenant moved out of the unit on March 25, 2015 and let another person occupy the unit until March 29, 2015. The landlord stated that the new tenant moved into the unit on March 29, 2015. The landlord stated that the tenant or the other occupant left their possessions all over the property and did damage to a window and stair. The landlord stated that the tenant did not show up for the move-out condition inspection.

The landlord claimed the following compensation:

- 1) \$703.39 for cleaning and repairs;
- 2) \$352.80 for ferry costs to travel to the rental unit to re-rent and inspect;
- 3) \$1,245.00 for one month's rent for the tenant's failure to give proper notice; and
- 4) \$256.00 for lost wages to travel to the rental property.

The landlord did not submit any photographs or other evidence of the need for cleaning or repairs.

Tenant's Response

The tenant stated that the landlord did not lose any revenue because there was a new tenant who moved in on March 29, 2015. The tenant submitted that she attempted to contact the landlord to do a move-out inspection before she vacated, but the landlord did not respond. The submitted that the landlord then did a walk-through on her own and informed the tenant that the expenses for re-renting the property were \$520.00. The tenant stated that she asked the landlord for receipts but the landlord did not provide them. In the hearing the tenant stated that she did not understand the landlord's monetary breakdown.

Analysis

I find that the landlord has failed to provide sufficient evidence to support any part of her claim. The landlord did not take the required steps to schedule a move-out inspection with the tenant, and did not provide any other evidence to support the need for cleaning or repairs.

The landlord chose to do business as a landlord in a location where she does not reside. The landlord cannot claim expenses for travelling or lost wages.

The landlord did not lose any revenue and therefore cannot claim a month's rent from the tenant.

As the landlord's application was not successful, she is not entitled to recovery of the filing fee for the cost of this application.

Conclusion

The landlord's application is dismissed.

I grant the tenant an order under section 67 for the return of the security deposit of \$622.50. 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: December 22, 2015

Residential Tenancy Branch

