



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Abougoush Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

This hearing dealt with monetary applications by the landlord and the tenant. The landlord, a witness for the landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence, aside from a narrative written by the tenant, which I did not admit but allowed the tenant to address in his testimony. 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 admissible 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?

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenant first began occupying the rental unit on July 1, 2015, in a fixed-term tenancy to end on June 30, 2014. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$500.00. Rent in the amount of \$985.00 was payable in advance on the first day of each month. The tenant and the landlord then entered into a subsequent tenancy agreement, in which the landlord and the tenant both initialled to verify that this tenancy was for a fixed term from July 1, 2014 to June 30, 2015, and at the end of the fixed term the tenant would move out.

In a document dated April 10, 2015, the tenant gave the landlord written notice that he would like to move out of the rental unit on May 31, 2015, one month before the end of the fixed term. The tenant vacated the unit on May 31, 2015, and on June 1, 2015 the landlord's agent JN and the tenant carried out a move-out inspection and signed the condition inspection report. The report indicates that the tenant authorized the landlord to keep the \$500.00 security deposit to cover costs for repairs, cleaning and unpaid rent.

On June 21 or 22, 2015 the tenant attended at the landlord's office to enquire about his security deposit. At that time the tenant verbally gave JN his forwarding address, and the landlord wrote it down.

On June 29, 2015 the tenant made his application for return of the security deposit, and on July 10, 2015 the landlord made their application to keep the security deposit in partial compensation of their monetary claim.

Tenant's Evidence

The tenant stated that when he signed the second tenancy agreement an agent of the landlord, L, told him that the tenancy was month-to-month and he would only have to give a month's notice to vacate. The tenant stated that he gave the landlord more than one month's notice of his intention to vacate. The tenant stated that when he gave his notice to move out, the male agent of the landlord who was in the office at that time, T, did not tell him he would be in breach of his contract. The tenant stated that the bookkeeper, JG, was also in the office on that day, but he was not talking to her. The tenant submitted that the landlord must have accepted the tenant's notice to vacate because they cancelled his direct deposit and did not take rent for June 2015.

The tenant stated that at the move-out inspection JN told the tenant that they would deduct approximately \$210.00 from his deposit to pay for carpet and drapes cleaning. The tenant stated that he signed the condition inspection report but they did not give him a copy and JN must have filled out other sections of the report after the tenant signed it.

The tenant applied for return of \$290.00 of his security deposit, as well as for recovery of his filing fee and compensation for his mailing costs.

Landlord's Evidence

The landlord applied for monetary compensation of \$2,091.34 for cleaning, repairs and parts, as well as lost revenue for July 2015.

The landlord's witness, JG, a bookkeeper for the landlord, stated that when the tenant attended at their office to give notice to vacate, she went and got his file and showed him where he had initialled agreeing to a fixed term. JG stated that she was concerned about the language barrier because the tenant did not speak English as his first language, so she made sure he understood. JG stated that the tenant replied that he understood and he wasn't worried about it. JG stated that no one else was in the office at that time.

The landlord's agent, JN, stated that during the move-out inspection on June 1, 2015, he wrote in the comments and codes before the tenant signed. JN stated that the tenant was very angry and walked out before they could give him a copy of the report. JN stated that the landlord did not have the tenant's forwarding address until the tenant attended at the office and verbally gave his forwarding address.

The landlord stated that they were unable to re-rent the unit after the tenant vacated because of the additional cleaning and repairs that had to be done.

Analysis

Upon consideration of the evidence and on a balance of probabilities, I find as follows.

I find that the landlord's witness, JG, was very consistent and credible, and I accept her testimony that when the tenant gave his notice to vacate, she clearly explained to him that he would be breaching a fixed term, and he understood.

I find that the tenant did not provide sufficient evidence to establish that the landlord altered the condition inspection report after the tenant signed it. I therefore find that the tenant gave the landlord written authorization to keep the full security deposit of \$500.00, and I dismiss the tenant's application. I note that costs associated with the dispute resolution process, such as mailing costs, are not normally recoverable, and I do not grant the tenant those costs.

I find that the landlord did not provide sufficient evidence to establish either the damage they claimed was done by the tenant or that the landlord took reasonable steps beginning in mid-April 2015 to attempt to re-rent the unit. I therefore dismiss the remainder of the landlord's claim.

I find that as neither party's application was fully successful, neither is entitled to recovery of their filing fees.

Conclusion

The tenant's application is dismissed.

The landlord may retain the security deposit of \$500.00, as authorized by the tenant. The remainder of the landlord's application is dismissed.

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: January 8, 2016

Residential Tenancy Branch

