



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNSD, OPR

### Introduction

This is an application brought by the Landlord requesting an Order of Possession, requesting a Monetary Order for \$2000.00, and requesting recovery of the \$50.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has 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

At the beginning of the conference call the parties confirmed that the tenant has already vacated the rental unit and therefore an Order of Possession is no longer required.

The issue I dealt with at the hearing therefore is whether or not the landlord has established a monetary claim against the tenant, and if so in what amount.

### Background and Evidence

The parties agree that this tenancy began on March 4, 2015 with a monthly rent of \$1200.00.

The parties also agree that a security deposit of \$600.00 and a pet deposit of \$150.00 were also paid on March 4, 2015.

The landlord testified that the tenant failed to pay the November 2015 rent and therefore on November 2, 2015 a 10 day Notice to End Tenancy was posted on the tenant's door.

The landlord further testified that the tenant vacated the rental unit on November 17, 2015, but that no rent was ever paid for the month of November 2015 and she therefore lost the full rental revenue of \$1200.00 for that month.

The landlord also testified that the tenant left the rental unit in need of significant cleaning and repairs that totaled \$1927.68, although she has only applied for \$800.00 in her application for dispute resolution.

The landlord is therefore asking for a Monetary Order as follows:

November 2015 rent outstanding	\$1200.00
Damages in cleaning	\$800.00
Filing fee	\$50.00
Total	\$2050.00

The landlord further requests an Order to keep the full security/pet deposit of \$750.00 towards the claim and request that a Monetary Order be issued for the difference.

The tenant testified that he did failed to pay the November 2015 rent; however he moved out of the rental unit on November 17, 2015, after receiving the Notice to End Tenancy, and therefore does not believe he should have to pay November 2015 rent.

The tenant also testified that he does not believe the amounts the landlord is claiming on her invoices for cleaning and repairs are reasonable, and he believes that the landlord just had a friend do the work and paid an exorbitant amount to that friend.

### Analysis

It is my finding that the tenant is liable for the lost rental revenue for the month of November 2015. The tenant was evicted for failing to pay the rent and as a result the landlord lost the full rental revenue for that month. I therefore allow the landlords claim for \$1200.00 in lost rental revenue.

I also allow the landlords claim for \$800.00 in damages. The landlord has provided a significant amount of evidence that shows that the actual cost to repair and clean the

rental unit far exceed the \$800.00 that she is claiming. The total amount of the invoices for cleaning and repairs is \$1927.68 and although the tenant stated that he believes the claim is unreasonable it is my finding that the invoices supplied by the landlord show that the landlord's actual costs were \$1927.68.

The tenant has provided no evidence in support of his allegation that the landlord had a friend provide inflated invoices.

I also allow the landlords request for recovery of the \$50.00 filing fee.

### Conclusion

I have allowed the landlords full claim of \$2050.00 and I therefore Order that the landlord may retain the full security/pet deposit of \$750.00 and pursuant to section 67 of the Residential Tenancy Act I have issued a Monetary Order in the amount of \$1300.00.

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 13, 2016

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Residential Tenancy Branch

