



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR 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 landlord and one tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any 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 July 1, 2015. Rent in the amount of \$1,100.00 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 \$550.00.

The landlord stated that on September 16, 2015 the tenants gave late notice to vacate on September 30, 2015. The landlord stated that at the move-out inspection on September 30, 2015, the tenant became violent and threw a lock across the room, and the police had to be called. The tenant therefore did not complete the move-out inspection with the landlord. The landlord stated that they were unable to re-rent the unit for October 2015.

The landlord claimed \$1,100.00 in lost revenue for October 2015; \$80.00 for the lock, which the tenant damaged when he threw it; and \$20.00 to remove yard waste.

The landlord submitted evidence to show that beginning September 18, 2015 they advertised the unit to re-rent. The landlord did not submit photographic evidence or receipts to support the portions of their claim regarding the lock and the yard waste. The landlord acknowledged in the

hearing that they had reduced the tenants' rent from \$1,100.00 to \$1,050.00 per month for the last three months of the tenancy for lack of a dishwasher.

The tenant's response was that the landlord's agent who appeared in the hearing was not present at the move-out inspection. The tenant denied throwing the lock, and denied that there was yard waste in the back.

Analysis

I find that the landlord is entitled to lost revenue for October 2015; however, I find that the landlord is entitled to \$1,050.00 for that month, not \$1,100.00, as the landlord did not establish that the dishwasher was restored at that time. I find that the landlord failed to provide sufficient evidence to establish that they incurred costs for a damaged lock or yard waste removal as a result of actions or neglect of the tenant.

As the landlord's application was mostly successful, they are entitled to recovery of the \$50.00 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$1,100.00. I order that the landlord retain the security deposit of \$550.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$550.00. 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: May 30, 2016

Residential Tenancy Branch