



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. The landlord and the tenants 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 February 1, 2014. Rent in the amount of \$600.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord and the tenant carried out a move-in inspection and completed the condition inspection report.

On October 2, 2015 the landlord served the tenants with a notice to end tenancy for unpaid rent. The landlord discovered that tenants had vacated the rental unit shortly afterward. The landlord contacted the tenants and they met at the rental unit on October 14, 2015 to carry out a move-out inspection. The move-out condition inspection report indicates that one venetian blind was missing, and another was damaged. The move-in portion of the report shows that the blind that was missing had been in good condition at the start of the tenancy, and the window with the broken blind had screen damage at the beginning of the tenancy. The landlord and the tenant signed the report.

Landlord's Claim

The landlord claimed \$600.00 in lost revenue because the tenants did not give the landlord proper notice, and he was unable to re-rent the unit for a further one and a half months.

The landlord also claimed \$362.25 to replace the missing and damaged blinds. The landlord provided a quote for this amount.

Tenants' Response

The tenants stated that after the landlord gave them the 10-day notice to end tenancy for unpaid rent, they found a new place and moved out. The tenants stated that they believed the rental unit was re-rented by October 18, 2015.

The tenants stated that the blinds were there for two years, they were already partially damaged, and any further damage was just wear and tear.

Analysis

I find that the landlord is entitled to lost revenue for October 2015. Regardless of whether the landlord served the tenants with a notice to end tenancy, they did not give the landlord adequate notice. The tenants did not provide sufficient evidence to show that the unit was re-rented by October 18, 2015.

I also find that the landlord is entitled to the cost claimed for the two blinds. There is no indication on the move-in report that the blinds were damaged. On the move-out report, the tenant signed that she agreed with the report, which indicated in two places that one blind was missing and the other blind was damaged.

As the landlord's application was successful, he is also entitled to recovery of the \$50.00 filing fee for the cost of this application.

Conclusion

The landlord's monetary claim is successful. I grant the landlord an order under section 67 for the balance due of \$1,012.25. 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: June 16, 2016

Residential Tenancy Branch