



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Connaught Management Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes MNR, MND, MNDC, MNSD, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the security deposit. The hearing was conducted by conference call. The landlord's representative and the tenant called in and participated in the hearing. The landlord provided the tenant with copies of its documentary evidence prior to the hearing.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Is the landlord entitled to retain all or part of the tenant's security deposit?

### Background and Evidence

The tenancy was for a term of one year commencing January 1, 2015 and ending December 31, 2015. The tenant moved from a different unit rented from the landlord. She moved into the rental unit in mid-December, 2014. The tenant's security deposit of \$475.00 was paid on December 12, 2014.

The tenant gave notice that she intended to move out at the end of October, 2014. She sent a letter to the landlord rescinding the notice and stating that she would move at the end of November

The landlord succeeded in re-renting the unit to a new tenant commencing December 17, 2015. The landlord claimed the following amounts from the tenant:

• Rent for the period December 1, 2015 to December 17, 2015:	\$550.00
• Carpet cleaning:	\$252.00
• Landscaping labour costs:	\$60.00
Total:	\$862.00

The landlord's representative testified that the tenant was permitted to create a small patio in the back of the rental unit on the condition that she would leave the patio, including the patio blocks or remove the patio entirely and restore the area to its original state. The landlord's representative testified that the tenant removed the patio blocks but did not return the area to its original condition.

The landlord claimed the sum of \$60.00 for labour to do the necessary work. The landlord said that the amount was less than the amount actually expended to reconstruct a new patio for the incoming tenant.

The tenant did not submit any documentary evidence. She objected to the landlord's claim because she considered it to be unfair. The tenant testified that she has performed significant work and improvements to the rental property and she has not been given credit for the work and improvements she has performed. She referred specifically a hot water tank that she paid to move or assisted in replacing. The tenant said that she thought this hearing was the forum where she could bring her own claims in opposition to the landlord's claim. The tenant said she was unaware of the information provided in the hearing package that explained the process for submitting evidence and making a cross-application.

### Analysis

The tenant ended the fixed term tenancy before the end of the fixed term. The landlord succeeded in re-renting the unit for part of December and has claimed loss of revenue for December in the amount of \$550.00, the amount expended for carpet cleaning and labour to address the patio work removed by the tenant. The landlord abandoned any claim for liquidated damages or a lease break charge as provided in the tenancy agreement.

I find that the landlord is entitled to a monetary award in the amount claimed, namely: the sum of \$862.00. the landlord is entitled to recover the \$50.00 filing fee for this application, for a total award of \$912.00. I order that the landlord retain the security deposit of \$475.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$437.00. This order may be registered in the Small Claims Court and enforced as an order of that court.

### Conclusion

The landlord's claim has been allowed in the amount stated.

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: July 12, 2016

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Residential Tenancy Branch