



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD 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 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. The tenant stated that she had only received the landlord's late evidence the day before the hearing. However, this evidence was comprised mostly of written statements that the landlord presented in her testimony, and the tenant was able to provide a response to the invoices included in this evidence. I therefore found that the tenant was not prejudiced by receiving the evidence late, and I admitted it.

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 March 1, 2013. Rent in the amount of \$750.00 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 \$375.00. The tenant vacated the rental unit at the end of November 2015.

Landlord's Claim

The landlord has claimed compensation of \$1,500.00 for lost revenue in December 2015 and January 2016, as well as \$357.75 for cleaning.

The landlord stated that the tenant did not give any notice to move out, and she was not aware that the tenant had vacated until she found a note on the kitchen counter on December 3, 2015. The landlord stated that the tenant did not arrange for a move-out walk through, and she left the unit in a mess.

The landlord stated that there were no written forms because at the outset of the tenancy she approached the tenant three times but the tenant just waved the landlord off and would not cooperate.

The landlord commented that the photographs in the tenant's evidence could have been taken at any time. In support of her claim, the landlord provided an undated maintenance time sheet outlining the cleaning done, as well as an undated invoice for carpet cleaning and an invoice for cleaning and repairs dated March 31, 2016.

Tenant's Response

The tenant stated that at the end of October 2015 her son gave the landlord the tenant's written notice to vacate along with the rent for November. The tenant stated that she told the landlord she was going to move out on November 29, 2015, and they arranged to do a move-out inspection on that date. The tenant stated that on November 29, 2015 she called and called the landlord until midnight, but the landlord did not reply.

The tenant stated that the photographs she submitted were taken at move-out.

The tenant pointed out that the invoice for cleaning and repairs is dated for four months after the tenancy ended.

Analysis

I find that the landlord has failed to provide sufficient evidence to support her claim.

The landlord did not provide evidence that they took reasonable steps to re-rent the unit as soon as possible, and I therefore find that the landlord is not entitled to lost revenue.

The landlord did not provide sufficient evidence, such as photographs or independent witnesses, to establish the alleged dirty condition of the rental unit. I accept that the tenant's photographs were taken at the end of the tenancy, as there are no personal possessions or furniture visible in the photographs. The photographs appear to show a clean unit. The landlord's invoices and maintenance time sheet are either undated or dated four months after the tenancy ended.

For these reasons, I dismiss the landlord's application.

As the landlord's application was not successful, she is not entitled to recovery of the filing fee for the cost of this application.

Conclusion

The landlord's application is dismissed.

The tenant is entitled to recovery of the security deposit. I grant the tenant an order under section 67 for the balance due of \$375.00. 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: August 13, 2016

Residential Tenancy Branch