



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Gupharb Groups Holding Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

The rental unit is an apartment in New Westminster. The tenant no longer occupies the rental unit. She now lives in a different unit in the rental property, along with M.S., the former occupant of another unit in the rental property. The landlord brought an earlier dispute resolution proceeding seeking to claim damages and evict the tenant from the new rental unit for claims related to her previous tenancy. The application was dismissed with leave to reapply and the landlord commenced a new application seeking compensation related to the former tenancy which ended at the end of October, 2014 when the tenant moved out of the rental unit. The hearing was conducted on August 16, 2016, but it was adjourned to a new date because the tenant's telephone connection was so poor that her evidence at the hearing could not be understood. The hearing was reconvened and was heard by conference call on November 3, 2016. The named persons called in and participated in the hearing.

The tenancy began on November 1, 2011 for a one year term and thereafter on a month to month basis. The monthly rent was \$650.00. The tenant paid a security deposit of \$325.00 at the start of the tenancy.

In the application for dispute resolution the landlord claimed the following amounts

- October rent : \$650.00
- 8 days November rent \$173.63
- Carpet shampoo: \$75.00
- Hydro payment: \$62.99
- Repair work on suite: \$36.00
- Claim for repair, blinds, light fixture, smoke detector : \$165.00

Total: \$1,162.32

The landlord's representative said that the tenant and Mr. M.S. moved into another unit in the rental property. The tenant and M.S. were give the keys to the new unit: "quite a few days before October 1, 2014" and they were able to move and take possession of the new apartment on October 1, 2014. The landlord testified that the tenant wished to have the landlord rent her former apartment to her nephew after she moved. The landlord agreed to the proposal, but the tenant did not move out of her old apartment on October 1<sup>st</sup>; she left belongings in the apartment and she did not pay the utilities which were cut off by the City of New Westminster. The landlord's representative testified that the landlord was forced to pay the utility bill and did not get possession of the unit and was unable to re-rent it until November 11, 2014, when the power was restored.

The landlord's representative testified that the living room blinds in the unit were destroyed and had to be replaced. The carpet had to be cleaned and repairs were needed to replace a smoke detector, fix lights, change a shower head and change the dead bolt

The tenant's witness and her current co-tenant acted as her representative at the hearing. He said that he made a verbal agreement with the landlord's representative that they could move together into a new unit. He said they did all the cleaning work before moving to the new unit. He said that the tenant's nephew had rented her old unit commencing November 1, 2014 with the landlord's permission. He claimed that the landlord said the tenant's old unit would not be ready for him to occupy until mid-November because the landlord had work to do on other units first. The tenant's representative also testified that the landlord's representative told him that they could take their time cleaning their old units and do a good job of cleaning the suites. He said that the tenants were misled by the landlord's representative who said they could take their time cleaning and moving.

### Analysis

The landlord's representative denied that there was any agreement that the tenant would be allowed to forego paying rent for the month of October and move at her leisure into a new rental unit. Based on the landlord's documentary evidence and the testimony of the landlord's representatives, I am satisfied that the tenant failed to pay rent for October, 2014 in the amount of \$650.00 as claimed by the landlord, although she did not move out of the rental unit and return possession until November. The landlord has claimed per diem rent for November in the amount of \$173.33. I allow that claim. The landlord supplied invoices for a carpet cleaning charge of \$75.00 and for utilities in the amount of \$62.99 and these claims are allowed. The landlord did not

submit invoices to support other amounts claimed for repairs and replacement parts apart from a letter from the landlord's representative. There are no pictures of the damaged blinds and no invoice for a smoke detector or other replacement parts and the claim for the cost of repairs is denied.

The total award to the landlord is the sum of \$961.62, being October rent of \$650.00, \$173.63 per diem rent for November, carpet cleaning charge of \$75.00 and \$62.99 for utilities. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$1,011.62. I order that the landlord retain the security deposit of \$325.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$686.62.

### Conclusion

The landlord has been granted a monetary award 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: December 28, 2016

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Residential Tenancy Branch