



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes 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. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

Both parties agree to the following; the tenancy began on February 12, 2012 and ended on October 31, 2012. The tenants were obligated to pay \$875.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$437.50 security deposit and a \$200.00 pet deposit. The tenancy was to be for a fixed term ending on February 28, 2013.

As the landlord is the sole applicant in this matter I will address the landlord's claims and my findings around each as follows.

First Claim – The landlord is seeking \$875.00 for loss revenue for the month of November as the tenant gave late notice on October 1, 2012 and that he was not able to rent the unit for the month of November. The landlord stated that they aggressively advertised the unit and had several parties submit applications but were unable to find a suitable tenant. The landlord was able to re-rent the unit for December 1, 2012. The tenant disputes this claim. Although the tenant acknowledges that she gave late notice she does not feel she should be responsible for loss revenue. The tenant is of the position that the landlords "broke the lease" first and that the tenancy agreement should be deemed invalid. The tenant stated that she had to live without heat for three weeks and therefore the landlord had breached their agreement. In addition the tenant advised that she had assisted the property manager by posting advertisements on the

internet and directed many potential parties to the manager for consideration. The landlord acknowledged that there had been issues with the heating system but not for the entire three week span as stated by the tenant. The landlord advised that several separate and individual issues arose but each were dealt with in a timely manner. The tenant did not make any formal written complaint of the matter until after she had already given notice and was informed of its late nature. Based on all of the above I am not satisfied that the landlord breached the tenancy agreement and based on the late notice given by the tenant I find that the landlord is entitled to \$875.00.

Second Claim – The landlord is seeking \$84.00 for a flea inspection of the subject unit. The landlord submitted an addendum to the tenancy agreement that requires “mandatory spraying of the unit for fleas is required upon move out”. The tenant acknowledges signing the addendum however feels “it’s not legal”. The parties agreed at the outset of the tenancy that the unit is to be inspected and sprayed for fleas if needed when the tenancy ended. The landlord provided the option to the tenant to have the company of her choice deal with the matter as long as documentation was provided to the landlord that there are no fleas in the unit. The tenant chose not to exercise this option. The landlord hired a professional pest control company to conduct the work and provided documentation to support that position. I am satisfied that the landlord has proven this portion of his application and find that he is entitled to \$84.00.

Third Claim – The landlord was seeking the recovery of some repair costs for this hearing. At the outset of the hearing the landlord advised that he was abandoning that portion of his claim and as such does not require me to make a finding.

Fourth Claim – The landlord is entitled to the recovery of his \$50.00 filing fee.

I find that the landlord is entitled to a monetary order of \$1009.00.

Conclusion

The landlord has established a claim for \$1009.00. I order that the landlord retain the security deposit of \$437.50 and the pet deposit of \$200.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$371.50. 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: February 13, 2013

Residential Tenancy Branch



Residential Tenancy Branch

RTB-136

Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website (www.rto.gov.bc.ca) has information about:

- How and when to enforce an order of possession:
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:
Fact Sheet RTB-100: *Review Consideration of a Decision or Order*
(Please Note: Legislated deadlines apply)

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at www.rto.gov.bc.ca