



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the landlord for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

Issue(s) to be Decided

Is the landlord entitled to a monetary order?
Is the landlord entitled to retain the security deposit?

Background and Evidence

This tenancy began on February 5, 2013 on a fixed term tenancy ending on January 1, 2014 for 1 year as shown by the submitted copies of the signed tenancy agreement. The monthly rent was \$1,350.00 payable on the 1st of each month and a security deposit of \$675.00 was paid. The tenant has provided an incomplete copy of the condition inspection report.

The landlord seeks a monetary claim of \$5,000.00 which is amended as his claim of \$5,154.98 exceeds the set limit based upon the landlord's application fee. The landlord's claim consists of \$150.00 for recovery of 1 key fob and 1 key, \$50.00 for replacement of a visitor's pass, \$600.00 for replacement of a carpet, \$600.00 for repair/paint of 1 hole, \$2,700.00 for loss of 2 months rent, \$546.00 for repair to a damaged hallway, \$150.00 for general cleaning, \$100.00 for a strata move-out fee and \$108.98 for costs to replace a mailbox lock and key.

The tenant has conceded the following portions of the landlord's claims, totalling, \$854.98.

- \$150.00 for fob and key replacement.
- \$50.00 for visitor pass replacement.
- \$546.00 for hallway damage.
- \$108.98 for mailbox lock and key replacement.

The tenant admitted to causing damage to the rental unit with a hole in the wall as the damage was caused by her brother, but disputes the claim of \$600.00 for the cost of repairs. The landlord has provided a copy of an invoice from a handyman dated November 15, 2013. The tenant states that the invoice is not believable and that the cost should be around \$150.00, but has not provided any details of why the landlord's invoice was not valid or any evidence of what the actual cost of repairs would be.

The tenant has disputed the landlord's claim for \$600.00 for carpet replacement. The landlord relies on the invoice dated November 20, 2013. The tenant refers to the incomplete condition inspection report for the move-in, noting that there were small spots noted at the beginning of the tenancy. The landlord states that she has further proof that the tenant has caused the damage in the form of text messages, but has failed to provide such for the hearing. The tenant has also provided photographs of the rental unit showing the general condition of the rental.

The landlord seeks \$2,700.00 for the loss of income for November and December of 2013. The landlord states that the tenant moved out and failed to return keys until the end of October. The tenant disputes this stating that the landlord knew that she was moving out on September 20, 2013.

The landlord seeks \$150.00 for general cleaning. The tenant disputes this portion of the claim stating that the rental was clean when she vacated the rental unit on September 20, 2013. The landlord states that cash of \$150.00 was paid to a cleaner, but that no receipt/invoice was issued.

The landlord seeks recovery of \$100.00 for a strata move-out fee. The tenant disputes this claim stating that she was not made aware of a move-out fee, nor has the landlord provided any evidence that a move-out fee exists or that it was paid by the landlord.

Analysis

I accept the evidence of both parties and find that a claim has been established by the landlord based upon the landlord's undisputed testimony which was conceded by the tenant. The monetary claim portions conceded by the tenant totals, \$854.98.

I find that the landlord has established a claim for damage for the hole repairs. The tenant has conceded that damage was caused, but has not provided sufficient evidence to satisfy me that the landlord's invoice for repairs is not valid. I find based on a balance of probabilities that the landlord has established a claim of \$600.00 for hole repair costs.

On the landlord's claim of \$600.00 for carpet replacement, I find that the landlord has failed. The claim is being disputed by the tenant who has provided a copy of an incomplete condition inspection report which notes "small spots" on the master bedroom carpet. I find that the landlord has failed to provide sufficient evidence to satisfy me of this claim and that this portion of the application is dismissed.

On the claim of \$2,700.00 for the loss of rental income, I find that the landlord has failed. The tenant disputes this portion of the claim and the landlord has failed to provide any details of any efforts to mitigate any possible losses by re-renting the unit. The landlord has failed to satisfy me that any reasonable efforts were made to re-rent the unit during November and December of 2013. This portion of the landlord's claim is dismissed.

I find that the landlord has failed to establish a claim of \$150.00 for general cleaning. The landlord has not provided any details that the unit was dirty requiring cleaning or that the cost would be \$150.00. This portion of the landlord's claim is dismissed.

On the claim of \$100.00 for a strata move-out fee, I find that the landlord has failed to establish this claim. The tenant has disputed this portion of the claim and the landlord has not provided sufficient evidence to satisfy me that a move-out fee exists as well as that the \$100.00 was paid by the landlord for this purpose.

The landlord has established a total monetary claim for \$1,454.98. The landlord is entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$675.00 security deposit in partial satisfaction of this claim and I grant a monetary order under section 67 for the balance due of \$829.98. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$829.98.
The landlord may retain the security deposit.

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: April 29, 2014

Residential Tenancy Branch

