



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding New Adventure Property Investments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR 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. The landlord and the tenants participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give 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 April 1, 2013. Rent in the amount of \$1124 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 tenants in the amount of \$550.

On May 12, 2014 the tenants gave the landlord written notice to vacate the unit by June 15, 2014. The tenants did not pay rent for June 2014. The landlord and the male tenant conducted a move-out inspection on June 13, 2014.

The landlord has claimed monetary compensation as follows:

- 1) \$1124 for June 2014 rent – the landlord stated that when he received the tenants' notice he tried to find tenants for June 15, 2014 by contacting other agents and putting out the word that the unit would be available mid-month;
- 2) \$25 late rent fee for June 2014;
- 3) \$50 for the strata move-out fee;
- 4) \$137.55 for light fittings and bulbs;
- 5) \$287.70 for carpet cleaning and deck cleaning - the landlord stated that there was staining on the carpets that wasn't there before, and the deck was in very poor condition and had to be cleaned;
- 6) \$50 for vacancy insurance – the landlord stated that he had to take vacancy insurance when the rental unit was vacant; and
- 7) \$25 for substituted service application fee – the landlord stated that he had to apply for an order to serve the tenants by email. The arbitrator who dealt with that application granted a substituted service order on the basis that the landlord established that the male tenant was deliberately avoiding service.

The tenants acknowledged that they owed \$137.50 for light fittings and bulbs, as well as \$50 for the strata move-out fee.

The tenants stated that they gave notice on May 12, 2014 to vacate by June 15, 2014 because that was how they interpreted the clause in their tenancy agreement indicating that they had to give 30 days' notice. The tenants stated that it was not their intention to not give proper notice.

The tenants stated that at the beginning of the tenancy there was a pinkish stain on the carpet and algae on the deck. The tenants stated that they rented a carpet cleaner.

Analysis

Upon consideration of the evidence I find as follows:

- \$50 for the strata move-out fee and \$137.55 for light fittings and bulbs – the tenants acknowledged that the landlord is entitled to these amounts, and I therefore grant the landlord these amounts.
- \$1124 for rent and \$25 for a late rent fee for June 2014 – I find that the landlord is entitled to these amounts. The tenants did not give proper notice under the

Act; they occupied the unit for at least part of June 2014; and the landlord took steps to attempt to re-rent the unit but was unable to do so.

- \$25 for substituted service application fee – I find that the landlord is entitled to recovery of this fee, as it was granted when the tenant was found to be avoiding service.
- \$287.70 for carpet cleaning and deck cleaning – I find that the landlord did not provide sufficient evidence to establish this part of their claim. The landlord did not provide an invoice for this work or copies of either a move-in or move-out condition inspection report.
- \$50 for vacancy insurance –the landlord did not provide evidence to support this part of his claim, and I find he is not entitled to recovery of this amount.

As the landlord's application was mostly successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$1411.55. I order that the landlord retain the security deposit of \$550 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$861.55. 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: November 5, 2014

Residential Tenancy Branch

