



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND 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 participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord stated that she personally served the tenant with the application for dispute resolution and notice of hearing on September 21, 2015. I accepted the landlord's evidence that the tenant was served with notice of the hearing, and I proceeded with the hearing in the absence of the tenant.

I note that only one of the tenants, MH, signed the most recent tenancy agreement. I therefore removed the other tenant as a respondent in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenant first began occupying the rental unit on September 15, 2012. At the outset of the tenancy the tenant paid the landlord a security deposit of \$850.00. The most recent tenancy agreement commenced September 1, 2015 as a fixed term set to end on July 31, 2016. Rent in the amount of \$1,778.00 was payable in advance on the first day of each month.

The landlord stated that the tenant breached the fixed term and vacated the rental unit on September 21, 2015. The landlord stated that the tenant did not refill the oil tank or

replace a cord of wood as required, and they caused damage to the rental unit and items included in the lease.

The landlord has claimed compensation as follows:

- 1) \$134.00 for repairing a damaged wall – the landlord stated that the tenants were throwing wood down the stairs and took a chunk out of the wall;
- 2) \$240.00 for one cord of wood;
- 3) \$591.34 for a fridge door panel;
- 4) \$73.86 for a fridge crisper drawer
- 5) \$89.25 for carpet cleaning;
- 6) \$100.00 to replace five mugs that the tenants chipped;
- 7) \$627.81 to fill the oil tank;
- 8) \$115.79 to repair a broken vacuum cleaner;
- 9) \$417.00 to repair tenant's damage;
- 10) \$1,778.00 in lost revenue for October 2015, as the landlord was unable to re-rent the unit until November 1, 2015; and
- 11) \$123.65 for ferry costs to travel to and from the rental unit to serve the tenants with documents and to re-rent the unit.

In support of her claim, the landlord submitted receipts, invoices, estimates and photographs of damage. Additionally, the landlord submitted a copy of the tenancy agreement and addendum, under which the tenant is responsible for refilling the oil tank and providing a cord of wood at the end of the tenancy.

Analysis

With the exception of the ferry costs, I find that the landlord is entitled to her claim. I am satisfied, based on the landlord's undisputed evidence, that the tenant damaged the rental unit and contents, as outlined above, and failed to replace oil or wood that was used. I also accept the landlord's evidence that she was unable to re-rent the unit for October 2015. I therefore grant the landlord \$4,167.05.

As for the ferry costs, the landlord chose to do her business as a landlord from a remote location, and the ferry costs are merely a cost of doing business. I therefore dismiss this part of the landlord's application.

As the landlord's application was mostly successful, she is also entitled to recovery of the \$50.00 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$4,217.05. I order that the landlord retain the security deposit of \$850.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3,367.05. 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: January 28, 2016

Residential Tenancy Branch