



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

MNSD MNR MNDC FF

### Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution. The participatory hearing was held, by teleconference, on November 29, 2018. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage or loss under the Act;
- a monetary order for unpaid rent or utilities;
- to retain the security deposit to offset the amounts owed by the Tenants; and,
- to recover the cost of the filing fee.

Both parties attended the hearing and provided testimony. Both parties confirmed receipt of each other's documentary evidence.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Are the Landlords entitled to compensation for money owed or damage or loss under the Act?
- Are the Landlords entitled to compensation for unpaid rent or utilities?
- Are the Landlords entitled to keep the security deposit to offset what they are owed?

### Background and Evidence

Both parties agree that the tenancy started on February 1, 2018, and lasted until the end of March 2018. The Landlord still holds a security deposit in the amount of \$800.00. Monthly rent was set at \$800.00 and was due on the first of the month.

The Landlord stated that this rental house is in a ski town, and since the Tenants vacated the rental unit without proper notice, and at the end of the season, they were unable to re-rent the unit for the month of April. The Landlords explained that they received written notice via email on March 18, 2018, that the Tenants were going to leave the rental unit at the end of March 2018. The Tenant at the hearing, K.G., moved out on March 26, 2018, and the other Tenant moved out on March 28, 2018. The Landlord stated that the Tenants paid rent for March, but not April, and since they were unable to re-rent the unit, the Tenants should have to pay, due to the short notice they gave. The Landlord is seeking \$800.00 in rent for April 2018.

The Landlord stated that no move-out inspection was done because they could not reach the Tenants. The Tenant stated that they were never contacted to schedule a move-out inspection. The Landlord stated that they never gave the Tenant anything in writing offering them opportunities for a move-out inspection. The Landlord stated that the unit was dirty and required cleaning but they provided no photos. The Tenant denies that it was dirty, or that it would have required the \$225.00 the Landlord is seeking to clean the unit.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim.

The Landlord is seeking monetary compensation for several items, and laid out above. With respect to the \$800.00 in rent the Landlord is seeking, I note the Tenants failed to provide proper notice that they would be vacating. A Tenant must give at least one month Notice that they are seeking to end the tenancy, which was not done in this case. I also note the Landlords tried to re-rent the unit, but could not because this is a rental house in a ski town, and the ski season was ending. Due to the failure to give proper notice, I find the Tenants are responsible for April 2018 rent in the amount of \$800.00.

With respect to the Landlords request to be compensated for the cleaning costs they incurred, I find the Landlords have provided insufficient evidence to substantiate this. I note the Landlord is required to provide the Tenants with at least two opportunities to complete a move-out inspection. The Tenants deny that they left a mess or that they were offered these opportunities, and the Landlord was unable to provide any proof that these opportunities for inspection were provided, particularly in writing. Ultimately, no move-out inspection was done, and no condition inspection report was completed. Further, there are no photos of the rental unit. Overall, I find there is insufficient evidence to show that the Tenants left a mess, as alleged, and that they should be responsible for the cleaning costs. I dismiss this portion of the Landlord's application.

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was successful in this hearing, I also order the Tenants to repay the \$100.00 fee the Landlord paid to make the application for dispute

resolution. I authorize the Landlords to retain the \$800.00 security deposit to offset the \$900.00 they are owed, which leaves \$100.00 still owed by the Tenants.

In summary, I award the Landlord a monetary order as follows:

<b>Claim</b>	<b>Amount</b>
April rent	\$800.00
Filing Fee	\$100.00
LESS: Security Deposit	(\$800.00)
<b>TOTAL:</b>	<b>\$100.00</b>

### Conclusion

I authorize the Landlords to retain the security deposit in the amount of \$800.00.

The Landlord is also granted a monetary order pursuant to Section 67 in the amount of **\$100.00**. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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 30, 2018

---

Residential Tenancy Branch