



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

**Dispute Codes:** MNSD FF

## Introduction

This hearing dealt with an application by the landlord for an order to retain the security deposit in satisfaction of costs associated with the tenant moving out without giving proper notice in the amount of \$1480. The landlord also applied for recovery of the filing fee. Specifically:

To cover unpaid rent for month of October 2008	\$850	
Cleaning the unit	\$120	
Painting of the unit	\$200	
Carpet cleaning	\$ 60	
Drapery cleaning	\$ 30	
Removal of belongings left behind by the tenant	\$220	and
Recovery of the filing fee for this application	\$50.	

Both, the landlord and the tenant attended the conference call hearing.

## Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

## **Background and Evidence**

The tenancy began on August 1, 2008 as a month to month tenancy. Rent in the amount of \$850 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$425.

The tenant and landlord agree that the tenant vacated the rental unit without giving proper notice as per under section 45 of the Residential Tenancy Act. His testimony is that he notified the landlord in writing on September 20, 2008 that he would be vacating at month's end and vacated the rental unit on September 30<sup>th</sup> 2008. The landlord's testimony is that no note was submitted and the tenant's departure was only discovered on October 2, 2008 via a note into the landlord's office stating, "I have left W219. Here are the keys – Dan Powell". The landlord's testimony is that improper notice by the tenant did not allow the rental unit to be made available and rented for October 1, 2008.

The landlord's monetary claim is supported by a series of photographs taken of the rental unit upon it having been vacated. The tenant claims he vacuumed and washed parts of the unit and that the unit was left in a state of readiness for the next tenant. The landlord testified that the rental unit was not left clean and required painting due to some grime and "black marks" on some of the walls. The landlord did say that on the tenant occupying the suite in August, the walls had simply been "touched up", and now required a full re-painting. The landlord testified that the drapes, carpets and cleanliness of the unit were of particular importance as the tenant had at least a cat in the rental unit which requires the rental unit to be cleaned well to avoid respiratory issues for future tenants. The tenant concurred that the large furniture items in the photographs were items the tenant willingly left behind and required removal.

The landlord provided receipts for all the aforementioned amounts claimed

## **Analysis**

The landlord has applied to retain the security deposit in partial satisfaction of the application.

The photographs submitted by the landlord are not of high quality, but I am satisfied that they evidence that the rental unit was not left clean or vacated of all of the tenant's items, including large furnishings, and that the rental unit required additional cleaning than the tenant attested. I also find the tenant was not in compliance with the Tenancy Agreement (page 2) which specifies that upon vacating the tenant must have the supplied drapes dry cleaned and the carpets professionally steam cleaned immediately prior to vacating the premises. I find the tenant is not responsible for the complete repainting of the rental unit, in that it was not newly re-painted at the start of the tenancy.

The landlord's testimony is that improper notice by the tenant did not allow the rental unit to be rented for October 1, 2008. None the less, I find the landlord has a duty to mitigate revenue losses. I therefore grant the landlord one-half (1/2) months rent for October 2008.

Based on the testimony of the landlord and tenant in this matter I find the landlord has established the following monetary claims:

<b>Rent for October 2008 (1/2 month)</b>	<b>\$425</b>
<b>Cleaning</b>	<b>\$120</b>
<b>Painting (1/2 of application request)</b>	<b>\$100</b>
<b>Carpet Cleaning</b>	<b>\$ 60</b>
<b>Drapery cleaning</b>	<b>\$ 30</b>
<b>Removal of belongings left behind</b>	<b>\$220</b>
<b>Recovery of the filing fee.</b>	<b>\$ 50</b>
<b>TOTAL</b>	<b>\$ 1005</b>

## **Conclusion**

I order that the landlord retain the deposit and interest of **\$427** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$577.79**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: December 5, 2008