



Dispute Resolution Services

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

Decision

Dispute Codes: MND MNR FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. Both parties participated in the conference call hearing and had opportunity to be heard.

Issue(s) to be Decided

Is the landlord entitled to a monetary order as requested.

Background and Evidence

The parties agreed that the tenancy began in July and ended in November after the tenant received a 10-day notice to end tenancy. The parties agreed that the tenant was responsible for \$985.00 in unpaid rent for November, \$210.00 in cleaning costs, \$94.50 in carpet cleaning costs, \$193.20 in storage costs, \$400.00 as the cost of moving the tenant's belongings to storage and \$50.00 in dispute resolution fees for a total agreed upon amount of \$1,932.70. The landlord withdrew a \$400.00 claim for taking the tenant's belongings to the dump.

The tenant disputed the landlord's claim for loss of income for the month of December. The parties agreed that the tenant vacated the rental unit on or about November 7, leaving some of his belongings in the rental unit. The landlord moved the belongings from the rental unit into a storage facility on or about November 10 and proceeded to clean the rental unit. The landlord testified that the tenant had smoked in the rental unit and had 2 cause and that at the end of the tenancy she discovered cat feces and urine throughout the unit and the unit smelled strongly of smoke. The landlord testified that

despite their best efforts to clean the unit, there remained a strong odour. The landlord further testified that she advertised the rental unit for approximately 6 weeks and that she took 2 prospective tenants through the rental unit and they both commented on the strong odour. The landlord decided that painting the rental unit would help alleviate the smell of smoke and testified that a painter was not secured until the end of December because she used the same painter who was doing work on her own residence and he was not available until that time.

The tenant testified that the landlord had possession of the rental unit from November 7 onwards and questioned why, if the rental unit required repainting, it could not have been painted earlier. The landlord responded by testifying that the tenant had requested that he be given opportunity to return to the rental unit to clean, which caused the landlord to not act as quickly as she might have in other circumstances. When the landlord was asked why she did not

Analysis

As the parties have agreed on \$1,932.70 of the landlord's claim, I will only address that part of the claim which the tenant disputes.

While a tenant can be held responsible for loss of income which results from the time it takes to clean a rental unit and make it ready for occupancy, the landlord has a responsibility to minimize her losses by acting as quickly and reasonably as possible. The tenant did not dispute that cleaning was required and also did not dispute that there could have been an odour in the rental unit which made it unattractive to prospective tenants. However, I am not satisfied that the landlord acted with reasonable speed to eliminate the odour. There is no evidence before me to show that the landlord made attempts to secure painters who could have re-painted the unit sooner than the end of September. I find that the landlord has failed to prove that she took reasonable steps to mitigate her losses and accordingly dismiss this part of the landlord's claim.

Conclusion

The landlord has established a claim for \$1,932.70. I grant the landlord an order under

section 67 for that sum. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: January 12, 2009