

Dispute Resolution Services

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

DECISION

Dispute Codes:

MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order to recover loss of rental revenue and an order to retain the security deposit in partial satisfaction of the monetary claim. The application was also inclusive of recovery of the filing fee for the cost of this application.

Both the landlord and the tenant participated in today's hearing and each individual provided solemnly affirmed testimony

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on September 1, 2004. Rent in the amount of \$676 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 tenant in the amount of \$300, and both parties agree the landlord still holds this amount.

The landlord's claim is that she knew the tenant was to move out by November 30, 2008. After the tenant vacated the suite she found the rental unit was left dirty. The landlord provided photographic evidence of the suite's condition after the tenant moved. The landlord also provided receipts from a contractor for, "heavy duty cleaning", of the kitchen area and appliances, as well as cleaning of the carpet in the rental unit, totalling \$160.

The landlord is also claiming rental revenue loss for the month of December 2008, testifying that due to the required cleaning, the rental unit could not be rented for the month of December.

The tenant testified that he moved out of the suite on November 29, 2008 and did not participate in a move out inspection of the rental unit. He further testified that he indeed left the rental unit unclean. In his words, "I left it in the condition I found it", "as noted in the move in report". The tenant clarified his testimony by saying that when he moved in the fridge and stove were not clean, therefore that is the condition in which he left these items on vacating the suite - unclean. The tenant referenced the move in report of 2004 which was immediately faxed by the landlord. It indicates, "need cleaning stove and fridge". This report was signed by both parties and therefore denotes agreement with the contents of this report. The tenant did not dispute that the carpet was left dirty when he moved out.

The landlord provided evidence, in the form of a receipt dated August 26, 2004 indicating a contractor's charges for cleaning the suite's fridge, stove and kitchen, claiming these items had been cleaned soon before the tenant moved in on September 1, 2004.

Analysis

Based on the landlord's and tenant's solemnly affirmed testimony and all the evidence provided, I find that I prefer the landlord's evidence, that the tenant left the rental unit in an unclean condition and that the rental unit required cleaning of the kitchen areas and the carpets. I am satisfied that the landlord is entitled to recovery of the costs associated with cleaning the rental unit in the amount of \$160.

I find that the landlord's evidence indicates that the items the landlord claims to have needed rectified in the rental unit were remedied by December 10, 2008. The landlord had possession of the unit from the 1st. of the month. The landlord has an obligation to mitigate revenue losses. The landlord's claim has not supported that the rental unit could not be rented out, or that they were not able to rent it out for December 15, 2008. I find the landlord is entitled to one half (1/2) month's rent for the month of December and has leave to reapply for the balance of the month of December, with any supporting evidence.

Based on the above facts I find that the landlord is entitled monetary compensation for cleaning cost in the amount of **\$160**, one half (1/2) month's rent in the amount of **\$338** and that the landlord is thereby also entitled to recovery of the **\$50** filing fee, for a total claim of **\$548**.

Conclusion

I order that the landlord retain the deposit and interest of \$310.64 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$237.36**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated February 18, 2009