



# Dispute Resolution Services

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

## DECISION AND REASONS

Dispute Codes: MNR, MND, MNSD, & FF

### Introduction:

This hearing dealt with an application by the landlord seeking a monetary claim due to loss of rent and costs to clean rental unit. The landlord also seeks to retain the tenants' security deposit plus interest in partial satisfaction of this claim. Both parties appeared for the hearing and were provided the opportunity to be heard and respond to the evidence of the other party.

### Issues to be Determined:

Has the landlord established a monetary claim due to loss of rent and for costs to clean the rental unit?

### Background and Evidence:

This tenancy began on March 1, 2008 for a fixed term period ending effective February 29, 2009. The monthly rent was \$1,650.0 and the tenants paid a security deposit of \$824.00 on March 12, 2008. The tenancy ended on November 30, 2008 after the tenants gave notice. The parties completed move-in and move-out condition inspections of the rental unit on February 29, 2008 and November 30, 2008.

The landlord is seeking the following monetary claim related to damages arising from the tenants' breach of the fixed term tenancy and for cleaning the rental unit:

Cleaning costs related to cleaning oven/stove, replacing light bulbs and cleaning floors	\$294.00
Liquidated damages for breach of tenancy agreement	\$500.00
Loss of rental income for December 2008	\$1,650.00
Recovery of filing fee paid for this application	\$50.00
<b>Total</b>	<b>\$2,494.00</b>

The tenants dispute the landlord's application. The tenants submitted that they had the carpets cleaned and provided the landlord with a receipt on November 29, 2008. The tenants also stated that the landlord's request for \$90.00 to replace light bulbs is unreasonable. The tenants stated that they cleaned the rental unit to a reasonable degree. The tenants also argued that the landlord accepted their notice and it is not reasonable that the landlord is seeking loss of rental income.

Analysis:

I grant the landlord's application in part. However, I am persuaded by the arguments of the tenant that many aspects of the landlord's monetary claim are unreasonable. I agree with the tenant that a charge of \$90.00 to replace light bulbs is unwarranted. The landlord has a duty to mitigate their losses pursuant to section 7 of the *Act* and I am not satisfied that the landlord has made any reasonable attempts to mitigate their losses.

I accept that the tenant breached the tenancy agreement and as a result the tenants are liable for the liquated damages of \$500.00 as provided in the tenancy agreement.

I deny the landlord's request for lost rental income of \$1,650.00 for December 2008. I am not persuaded that the landlord has mitigated their loss. The rental unit required only minor cleaning which would not have prevented the unit from being occupied immediately and I note that the landlord had been advertising the rental unit since the beginning of November 2008 but the landlord was seeking \$250-\$300.00 per month more in rent. I find that the tenant is not responsible for the landlord's loss of rental income in December 2008.

I do not accept the landlord's claim for cleaning costs to the rental unit for the sum of \$294.00. The landlord acknowledged receiving the receipt from the tenants showing that the carpets had been cleaned. The landlord provided no evidence to support the conclusion that the cleaning was not reasonable and sufficient. I am also not persuaded that the sum of \$190.00 for cleaning the oven/stove is reasonable and I have already rejected the sum of \$90.00 for replacing light bulbs. I find that the landlord is only entitled to the sum of \$60.00 comprises of \$50.00 for cleaning the oven/stove and \$10.00 to replace light bulbs.

I grant the landlord's application in part. I find that the landlord has established a total monetary claim of \$610 including the recovery of the \$50.00 filling fee paid for this application. I Order that the landlord may retain this sum from the tenants' security deposit plus interest of \$835.35. As a result of my determinations there is an outstanding balance of **\$225.35** owed to the tenants.

Conclusion:

The landlord's application was granted in part. After offsetting the landlord's entitlement from the tenants' security deposit plus interest there is a balance owed to the tenants. I grant the tenants' a monetary Order for the remaining sum of their security deposit plus interest for the amount of **\$225.35**.

Dated February 17, 2009.

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Dispute Resolution Officer