



Dispute Resolution Services

Residential Tenancy Branch

Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes

MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an amended application by the landlord for a Monetary Order for unpaid rent, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to retain the security deposit in partial satisfaction of the monetary claim. The landlord has applied for recovery of the filing fee.

The landlords' amended claim is as follows:

- one half month's rent for the month of June 2009	\$725
- proportioned five(5) days of rent for July 2009	\$225
- NSF charges (x2)	\$ 50
- General cleaning of suite	\$140
- Carpet cleaning	\$ 75
- window cover cleaning	\$ 80
- Cleaning of balcony	\$ 50
- partial painting – wall	\$120

Landlord's total claim on application	\$1465
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Issues to Be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

This tenancy began on February 01, 2009 as a fixed term lease ending January 31, 2010. A beginning of tenancy inspection was conducted at the outset of the tenancy, signed by the tenant, but not the landlord. As well, the landlord collected a security deposit in the amount of \$725. Despite the fixed term condition of the Tenancy Agreement, the tenant determined to give the landlord a Notice to Vacate for April 30, 2009. The tenants paid rent for May 2009. An End of Tenancy Inspection was

conducted by the tenant and the landlord on May 20, 2009, at which time the keys were returned.

During the end of tenancy inspection, the landlord claims they identified several areas requiring cleaning and some remediation, with which the tenant did not agree and did not sign the inspection report. The copy of the inspection report is signed by the landlord's representative, but not the tenant. The Inspection Report does not categorically identify the contentious areas of the rental unit under 'Move-Out', but contains a summary at the end of the Inspection Report of the areas requiring remediation. The tenant disputes the landlord's claim for remediation of the suite, and provided a selection of photographs to show the suite was left clean and undamaged on move out. The landlord provided a quantum of photographs of areas, not selected by the tenant, showing areas requiring cleaning as well as a wall with apparent markings. The landlord provided documentary evidence for cleaning charges, NSF charges, but no invoices or receipts for painting. The landlord is claiming for cleaning and some painting in the total of \$465.

The landlord is also claiming unpaid rent in the total of \$950 representing one half month's rent for June, and only 5 days for July 2009. The tenant paid a portion of June and a portion of the (actual) 10 days in July 2009. The landlord claims that despite their efforts to re-rent the suite for June 01, 2009, they were unable to do so until July 10, 2009. The landlord's testimony is that once the tenant returned the keys the landlord aggressively advertised the suite via ongoing corporate advertising and promotional incentives, as well as on-line advertising efforts. The landlord also acknowledges fielding referrals by the tenant – but, in spite of this, was unable to secure another tenancy until July 10, 2009.

Analysis

On preponderance of the evidence and on the balance of probabilities I have reached a decision.

I prefer the landlord's evidence that the rental unit was left unclean and requiring some

remediation. **I accept** the landlord's evidence for cleaning and grant the landlord costs in the amount of **\$345**. **I decline** to grant the landlord costs for painting due to lack of evidence, and dismiss this portion of the landlord's claim without leave to reapply.

The tenant breached the terms of the fixed term tenancy by vacating earlier than permitted. As a result the landlord lost \$950 of rent. I am satisfied the landlord employed reasonable efforts towards mitigation of their loss, and I award the landlord compensation for this loss in the sum of **\$950**. The landlord is entitled to NSF costs totalling **\$50**. I grant the landlord recovery partial recovery of their filing fee of \$100, in the amount of **\$50**, for a total entitlement award of **\$1395**.

Conclusion

I order that the landlord retain the deposit and interest of \$725 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$670**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 28, 2009.