



Dispute Resolution Services

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

Decision

Dispute Codes: MND MNR MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent and damages or loss caused by the tenant. The landlord, the tenant and an advocate for the tenant participated in the teleconference hearing.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenant began paying the landlord rent of \$300 per month for the rental unit, a cabin, in September 2007. Prior to September 2007 the tenant had been painting the cabin for the landlord. The landlord and tenant did not complete a move-in inspection report at the outset of the tenancy. The tenancy ended at the end of June or beginning of July 2009. After the tenant vacated, the landlord carried out cleaning and flea removal in the cabin. The landlord has claimed monetary amounts against the tenant as follows:

- 1) \$300 for unpaid rent for August 2007 – the tenant was residing in the rental unit in August 2007 but did not pay rent for that period;
- 2) \$100 for unpaid rent in November 2008;
- 3) \$300 for lost revenue for July 2009 – the tenant moved out without giving notice.

The landlord initially advertised the cabin in an attempt to re-rent it, but then decided he needed to do more work on the water system, and no longer

attempted to re-rent it;

- 4) \$59.62 for flea fogger and sprays – the tenant had a dog, and after the tenant vacated the cabin was infested with fleas;
- 5) \$400 for cleaning – the landlord provided photographs to demonstrate that the tenant left the interior of the cabin in a very unclean condition, and he left several items outside the cabin that the landlord had to haul away. The landlord submitted a receipt for a cleaning company in the amount of \$231 for interior cleaning, and the landlord has claimed the balance of \$169 for his labour.

The landlord had originally also claimed compensation for damage to the living room floor, but at the time of the hearing the landlord withdrew that portion of his claim.

The tenant's response to the landlord's claim was as follows. The tenant was painting the cabin for the landlord in August 2007, and he spent a few days at the cabin in the last week of that month before he moved in and began paying rent in September 2007. The tenant submitted as supporting evidence the shelter information form for income assistance, which the landlord signed and which indicated the tenancy began on September 1, 2007. The tenant stated that he paid full rent for November 2008, and that the landlord did not issue receipts. In June 2009 the tenant was trying to get the landlord to deal with the water system, and the landlord told the tenant, "if you don't like it, move." The tenant paid rent to the end of June 2009, and he moved out.

The tenant agreed that the cabin was dirty when he left, and he was willing to pay the \$231 cleaning bill. He disputed the landlord's claim for labour for hauling away garbage, because much of the garbage was there when the tenant moved in. The tenant also disputed the landlord's claim for flea extermination, as the landlord's dog was also inside the cabin on more than one occasion.

Analysis

In considering all of the evidence, I find as follows. The tenancy began on September 1, 2007, and the landlord is not entitled to rent for any time prior to that date. The

landlord did not provide sufficient evidence to establish that the tenant did not pay \$100 of his rent in November 2008, and I therefore also dismiss that portion of the landlord's claim. The tenant moved out without giving one month's written notice, but the landlord cannot claim lost revenue for the following month unless he immediately takes reasonable steps to attempt to re-rent the unit. The landlord did not provide evidence of his initial attempts to re-rent, and he then decided to address problems with the water system rather than continue to attempt to re-rent. The landlord is therefore not entitled to the lost revenue claimed for July 2009.

The tenant acknowledged the landlord's entitlement to the interior cleaning costs of \$231, and I accordingly grant the landlord this amount. However, the landlord did not carry out a move-in inspection or provide other evidence to establish the condition of the cabin and property at the beginning of the tenancy. I therefore find that the landlord is not entitled to the costs for his labour.

A landlord carries the responsibility for pest extermination in a rental unit, unless the landlord can clearly establish that the tenant caused the problem. In this case the landlord did not provide sufficient evidence to establish that the flea problem was caused by the tenant, and I therefore dismiss that portion of the landlord's application.

As the landlord's application was only minimally successful, I decline to award the landlord recovery of the filing fee for the cost of his application.

Conclusion

I grant the landlord an order under section 67 for the balance due of \$231. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated October 1, 2009.