



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: *MNR, MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for loss of income, to recover the costs of storage of the tenant's belongings and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord established a claim for loss of income, storage costs and the filing fee?
Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on March 01, 2010. Rent was \$600.00 per month due on the first day of the month. The tenant paid a security deposit in the amount of \$300.00. The rental unit was located in the basement of a town home. The landlord lives upstairs.

In a phone conversation on March 31, 2010, the tenant indicated to the landlord that she intended to move out as the presence of mould in the unit was making her sick. The landlord agreed to give her a break on rent and return her security deposit if she gave him a firm date of the end of the tenancy and if she left the unit clean. The tenant did not give the landlord any information on the date of her proposed move.

The tenant moved out the very next morning on April 01, 2010, without informing the landlord. The landlord found out when there was no response to his knock on the door when he visited to collect rent.

She also left behind all her possessions as she stated that they were contaminated. The landlord consulted with the Residential Tenancy Branch and based on the information received, the landlord put the tenant's belongings into storage. The tenant wrote to the landlord asking him to dispose of her belongings. The landlord did so by taking the items to the dump.

The tenant stated that she was pregnant and did not keep good health in the rental unit. She moved out temporarily to her mother's home and kept well. Upon her return to the unit she fell sick again. The tenant decided that she could not live in the unit and moved out without giving the landlord notice nor did the tenant make arrangements for the unit to be cleaned and cleared of her belongings.

The landlord made arrangements for the unit to be inspected for the presence of mould, by a professional contractor. The report indicates that none was found and that there was no odour of mould in the unit.

The landlord filed photographs of the condition of the unit taken after the tenant moved out. These photographs indicate that the unit was not clean and that the tenant had left behind some of her belongings. The tenant filed photographs to demonstrate that she kept the unit neat and tidy during her stay. She also filed photographs of mould on the window sill and bathroom.

The landlord re-rented the unit starting May 01. The landlord stated that the new tenant and the prior two tenants did not complain of mould. The landlord is claiming \$600.00 for loss of income, \$108.55 for storage costs and \$50.00 for the filing fee.

Analysis

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the testimony of both parties, I accept the landlord's evidence in respect of the claim. In this case the tenant did not give the landlord adequate notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of April 2010. The tenant stated that she had to move for medical reasons but did not file any evidence by way of a doctor's note to indicate that her medical condition was directly linked to the presence of mould at her place of residence. Accordingly, I find that the landlord is entitled to **\$600.00**, which is the loss that he suffered.

Section 37 of the *Residential Tenancy Act* addresses the condition of the rental unit at the end of a tenancy. Section 37(2) states that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. The tenant left behind her belongings and the landlord incurred costs to store and then dispose of these items. The landlord has not claimed any costs to remove and dispose of these items but has filed a receipt for his claim for storage. I find that the landlord is entitled to the cost of storage in the amount \$108.55

Overall the landlord has established a claim of \$708.55. I order that the landlord retain the security deposit of \$300.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$408.55. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord may retain the security deposit of \$300.00 and I grant the landlord a monetary order for **\$408.55**.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 19, 2010.

Dispute Resolution Officer