



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord a monetary order and an order to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on May 7, the tenants did not participate in the conference call hearing.

At the hearing the landlord asked to amend his application in a number of respects. The landlord had mistakenly reversed the first and last name of one of the tenants and asked that this be amended. I find that the error would not have misled the tenants and find it appropriate to allow the amendment. The style of cause has been changed to reflect the amended application.

The landlord had included with his evidence an invoice for carpet cleaning although a claim for that item was not made. I find that the tenants could reasonably have deduced that a claim was being made for carpet cleaning as there would have been no other reason for the landlord to submit that evidence. I allow the amendment of the claim to include a claim for carpet cleaning.

The claim requests recovery of loss of rent for the period from April 20 – May 1. The landlord advised that this should have read April 20 – June 1. The monetary figure attributed to this part of the claim equals the rent which should have been payable for that period and I find it reasonable to allow the amendment to change “May 1” to “June 1.”

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed testimony is as follows. The landlord claimed that the tenants were obligated to pay \$1,100.00 per month in rent which was reduced to \$1,000.00 if the tenants maintained the lawn. The tenancy agreement does not contain this provision and identifies the rent payable as \$1,000.00 per month. At the outset of the tenancy paid a \$500.00 security deposit. The tenants failed to pay rent in the month of April and on April 9 were served with a 10-day notice to end tenancy for unpaid rent. The tenants vacated the rental unit on April 20.

The landlord testified that the tenants failed to adequately clean the rental unit when they vacated and provided an invoice showing that he paid \$225.00 for the rental unit to be cleaned. The landlord further provided an invoice showing that he spent \$199.50 to have carpets cleaned. The landlord testified that he was unable to re-rent the unit for the month of May because although he advertised the rental unit immediately, prospective tenants would not rent the unit because it smelled like smoke. The tenants had smoked in the rental unit despite a prohibition in the tenancy agreement. The landlord testified that the tenants were obligated to pay \$97.00 per month for utilities and had failed to pay in April and May.

Analysis

I accept the landlord's undisputed testimony and find that the tenants failed to pay rent in the month of April. As the tenancy agreement shows that \$1,000.00 rent was payable, I find that the rent was \$1,000.00 per month. I award the landlord \$1,000.00 in unpaid rent for the month of April. I find that the tenants did not adequately clean the rental unit at the end of the tenancy and I award the landlord the \$225.00 paid to clean the unit and \$199.50 paid to clean carpets. I find that the landlord was unable to re-rent

the unit in May despite advertising and cleaning the unit and I find that the landlord is entitled to recover lost income for the month of May. I award the landlord \$1,000.00. I find that the landlord is entitled to recover the filing fee paid to bring his application and I award him \$50.00.

I dismiss the landlord's claim for unpaid utilities. The tenancy agreement states that the tenants were not required to pay a set amount per month, but were responsible for $\frac{1}{4}$ of the utilities consumed in the building. The landlord failed to provide any evidence showing the total amount owing for utilities for each month and it is therefore impossible to calculate the amount for which the tenants should be held responsible.

Conclusion

The landlord has been awarded a total of \$2,474.50 which represents \$1,000.00 in unpaid rent for April, \$1,000.00 in lost income for May, \$225.00 for cleaning, \$199.50 for carpet cleaning and \$50.00 for the filing fee. I order the landlord to retain the \$500.00 security deposit and the \$3.16 in interest which has accrued to the date of this judgment and I grant the landlord a monetary order under section 67 for the balance owing of \$1,971.34. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: August 13, 2010

Dispute Resolution Officer