



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, (MND), (MNR), FF

Introduction

This matter dealt with an application by the Landlord for compensation for a loss of rental income, for cleaning and repair expenses, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlord said he served the Tenant with a copy of the Application and Notice of Hearing (the "hearing package") by registered mail to his forwarding address on July 14, 2010. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Is the Landlord entitled to compensation for a loss of rental income and if so, how much?
2. Is the Landlord entitled to compensation for cleaning and repair expenses and if so, how much?
3. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on May 5, 2009 and ended on June 18, 2010 when the Tenant moved out. Rent was \$720.00 per month payable in advance on the 1st day of each month. The Tenant paid a security deposit of \$362.50 at the beginning of the tenancy.

The Landlord said the Tenant paid for only one-half of the rent for June 2010 and he was unable to re-rent the rental unit for the rest of that month. Consequently, the Landlord said he lost rental income of \$362.50 for the month of June 2010.

The Landlord said he did not do a move in condition inspection report because the rental unit was newly renovated at the beginning of the tenancy. The Landlord said he did a move out condition inspection report but could not locate it. The Landlord said the Tenant did not leave the rental unit reasonably clean at the end of the tenancy and as a result, he incurred expenses for general cleaning, carpet cleaning and drape cleaning.



Dispute Resolution Services

Page: 2

Residential Tenancy Branch
Ministry of Housing and Social Development

The Landlord also said that a section of the carpet had to be replaced because there was a cigarette burn in it. The Landlord said the carpet was new at the beginning of the tenancy.

Analysis

Section 37 of the Act says that at the end of a tenancy, a Tenant must leave a rental unit reasonably clean and undamaged except for reasonable wear and tear.

Sections 23 and 35 of the Act say that a Landlord must complete a condition inspection report with the Tenant at the beginning of the tenancy and again at the end of the tenancy. If a Landlord fails to do so, then pursuant to sections 24 and 36 of the Act, the Landlord's right to make a claim against the security deposit for damages to the rental unit is extinguished.

In the absence of any evidence from the Tenant to the contrary, I find that the Landlord is entitled to recover a loss of rental income for June 2010 in the amount of \$362.50. However, in the absence of any evidence (such as a condition inspection report or photographs) from the Landlord to show that the Tenant was responsible for the damage to the carpet or that cleaning was required at the end of the tenancy, I find that there is insufficient evidence to substantiate those claims (for cleaning and repairs) and they are dismissed without leave to reapply.

As the Landlord has only been partially successful on his claim, I find that he is entitled to recover ½ of his filing fee (or \$25.00) for this proceeding from the Tenant. I order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's security deposit in payment of the loss of rental income claim. The Landlord will receive a monetary order for the balance owing of \$25.00.

Conclusion

A Monetary Order in the amount of \$25.00 has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court. 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: November 30, 2010.

Dispute Resolution Officer