



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNR

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

- An Order for compensation for damage or loss - Section 67;
- An Order for unpaid rent or utilities - Section 67;

I accept the Landlord's evidence that the Tenant was served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Act. The tenant did not participate in the conference call hearing.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The Tenancy began on June 1, 2010. The Tenants signed a one (1) year lease, renewable on a monthly basis following the end of the term. A move-in inspection was completed by the Landlord and Tenants on July 3, 2010. Rent in the amount of \$1,900.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$950.00 and a pet deposit in the amount of \$400.00. In the middle of August the Landlord and Tenant mutually agreed to end the tenancy on September 30, 2010. The Tenants moved out on that date and completed a move-out inspection on the same day. The move-out inspection does not note any problems with the residence with the exception of laminate flooring that was lifted around the kitchen island and a stain on a carpet leading into the laundry room.

The Landlord obtained new tenants for November 1, 2010 at a monthly rent of \$1,800.00, not \$1,600 as set out in the application. The Landlord states that he was unable to obtain new Tenants for the month of October 2010 because the residence was not clean. The Landlord provided a receipt in the amount of \$250.00 for cleaning to

the residence on October 24, 2010. The receipt notes that no charge was made by the cleaner who also unplugged the garburator. The Landlord did not supply any invoice on the costs for removing the stain on the carpet and repairing the damage to the laminate flooring and confirms that such repairs have not been done. The Landlord confirms that he retained \$361.00 from the Tenant's security and pet deposit and paid the remainder to the Tenant. The Landlord also provided a receipt for \$284.32 for cleaning of the carpet but confirms that the carpets had not been cleaned prior to the Tenants moving in.

The Landlord confirmed that the Tenants did pay their rent as due and required for the length of the tenancy.

Analysis

The Landlord and Tenant mutually agreed to end the tenancy, four (4) months after its commencement. Although the Landlord claims \$250.00 for cleaning the residence, the carpets were not clean at the start of the Tenancy and nothing on the move-out form indicates any problem, other than the stain and lifting flooring. The Landlord has not provided any estimate of costs to repair the stain and flooring and has not made those repairs. Given these facts, I cannot find on a balance of probabilities that the Landlord has established any entitlement to compensation for loss or damage. Accordingly, I dismiss the landlord's application for a monetary order.

Conclusion

The Landlord's application is hereby dismissed without leave to reapply.

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: March 11, 2011.

Residential Tenancy Branch