



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND MNSD FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial compensation of the monetary claim. The landlord and both tenants participated in the teleconference hearing.

As the security deposit has already been dealt with in a previous application, that portion of the landlord's application is dismissed.

The tenants submitted evidence that was not submitted to the landlord. I did not admit or consider that evidence in reaching my decision in this matter.

Issue(s) to be Decided

Is the landlord entitled to the monetary compensation claimed?

Background and Evidence

The tenancy began on December 2, 2009 and ended on May 30, 2010. The rental unit was a condo with monthly rent in the amount of \$1375.

The landlord has claimed monetary compensation as follows:

- 1) \$615 for cleaning – the tenants did not clean the unit when they left. There were bottles and cans left behind, the fridge and stove were not cleaned, there was furniture left behind, the bathroom required a plumber, light bulbs were not replaced, and the carpet required cleaning due to heavy smoke and marijuana smoke smells. The landlord supplied a receipt for this work, which indicated a breakdown of \$69 for supplies, \$150 for steam cleaning and \$396 for 11 hours of labour at \$36 per hour.
- 2) \$697.50 for lost revenue for half of June 2010 – the landlord had to clean the rental unit, and was therefore unable to re-rent it until June 15, 2010.

- 3) \$5000 for water damage – in February 2010 the water heater for the unit broke down and caused water damage in the unit below. The landlord received information from neighbours that additional persons were staying in the condo at that time, during the Olympics. The landlord submitted that the rental unit was therefore overcrowded, there was an “illegal occupancy rate,” and this caused the water heater to break down. Further, as soon as the downstairs neighbour became aware of the water dripping into his condo, he started knocking on the tenants’ door, but they did not answer for 30 minutes. If the water main could have been shut down earlier, the damage from the flooding could have been mitigated. The landlord has claimed \$5000 as the deductible on his strata insurance.

The response of the tenants on each of these points was as follows:

- 1) Cleaning – the landlord only did a verbal move-in inspection at the start of the tenancy, and there was no move-out inspection done at all. The tenants cleaned the unit before moving out, including cleaning the stove. They vacuumed the carpets, which were not clean when they moved in. They did not leave food or bottles behind. They question the validity of the cleaning invoice, particularly the charge of \$396 for 11 hours of cleaning at \$36 per hour, as the work was not done by a professional cleaning company. They question the landlord’s claim of smoke damage, as they do not smoke, and their guests who smoked only did so outside.
- 2) Lost revenue for half of June, 2010 – none of the cleaning had to be done, and the tenants were not aware of the unit being shown to any prospective tenants before June 17, 2010.
- 3) Water damage – at the time that the water heater broke down, a total of five people were in the rental unit: the two tenants, and three guests. This was not an unreasonable number of people to be occupying a three-bedroom condo. The tenants do not know how long the neighbour was knocking on the door, they did not hear it because they were trying to soak up as much of the water as possible at the time.

Analysis

In considering all of the documentary and testimonial evidence, I find as follows:

- 1) Cleaning – the landlord is entitled to \$150 for carpet cleaning, as it is generally required of tenants to have carpets shampooed at the end of a tenancy, regardless of the condition of the carpet at move-in. I find that the landlord has

failed to provide sufficient evidence to support the remainder of his claim regarding cleaning, and I therefore dismiss the remainder of the claim for cleaning costs.

- 2) Loss of revenue – the landlord claimed loss of revenue on the basis that he was unable to re-rent because of the cleaning that had to be done. As the landlord did not provide sufficient evidence to support his claim for cleaning, I find that his claim for loss of revenue must also fail. I therefore dismiss the claim for loss of revenue.
- 3) Water damage – the landlord has failed to provide sufficient evidence to establish that the tenants were responsible for the breakdown of the water heater, or that the damage could have been minimized if they had answered the door when the neighbour first started knocking. I therefore dismiss the claim regarding the water damage.

As the landlord's claim was only minimally successful, I find that he is not entitled to recovery of the filing fee for the cost of his application.

Conclusion

grant the landlord an order under section 67 for the balance due of \$150. This order may be filed in the Small Claims Court 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: March 29, 2011.

Residential Tenancy Branch