



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

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

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of cleaning, fees for bounced cheques, unpaid rent, loss of income and for the filing fee. The landlord also applied to retain the security deposit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord was represented by his agent.

Issues to be decided

Has the landlord established a claim for costs incurred to clean the rental unit, unpaid rent, loss of income, bank fees and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on March 01, 2010 for a fixed term of one year. Rent was \$1,800.00 per month due on the first of the month. Prior to moving in, the tenant paid a security deposit and a pet deposit for a total of \$1,800.00. In early June, the tenant gave notice to end the tenancy and moved out on June 30, 2010. The tenant provided her forwarding address to the landlord on the day she moved out.

The landlord stated that the tenant left the rental unit in a mess and filed photographs of the condition of the unit. The tenant stated that she cleaned most of the unit and paid her witness \$500.00 to complete the cleaning. The tenant stated that the photographs filed by the landlord were taken prior to the completion of the cleaning.

The landlord stated that she kept the deposits towards the cost of cleaning and repair. In support of her claim to retain the deposits, apart from the photographs, the landlord has filed one invoice in the amount of \$168.00, for carpet cleaning. The tenant stated that she did not agree to allow the landlord to retain the deposits.

Both parties agreed that the tenant owed \$600.00 for June 2010. The landlord is claiming rent for the months of July, August, September and October. The landlord was not sure of the month when new tenants moved into the rental unit. The landlord did not file any evidence to support her efforts to find a new tenant and she was also unable to testify during the hearing regarding details of advertising, showings and attempts to re rent the unit.

The landlord is also claiming \$60.00 for bank fees for two bounced cheques and the filing fee of \$100.00. The landlord stated that she owed the tenant \$500.00 for hay.

Analysis

Rent

The tenant agreed that she owed the landlord \$600.00 for June 2010 and she also agreed that she would pay rent for July 2010 in the amount of \$1,800.00 in lieu of inadequate notice to end the tenancy. Therefore the landlord has established a claim of \$2,400.00 for unpaid rent.

Loss of Income

Section 7 of the *Residential Tenancy Act* states that a landlord who claims compensation for loss that results from the tenant's non –compliance with the *Act*, the regulations or their tenancy agreement must do whatever is reasonable to minimize the loss.

Upon review of the landlord's submissions and verbal testimony, I find that the landlord did not have knowledge of when the unit re rented or what efforts were made to minimize the loss of income that the landlord suffered.

Therefore, even though the tenant ended the fixed term lease prior to the end date, I find that the landlord has not proven her claim for loss of income for the months of August, September and October 2010. Accordingly, the landlord's claim for loss of income for these months is dismissed.

Security and Pet Deposits

The landlord has applied to retain the security deposit towards the cost of cleaning and repair. The landlord did not file any evidence of the breakdown or total cost that she incurred to clean and repair the rental unit. The landlord filed photographs depicting the condition of the unit and one invoice in the amount of \$168.00 for carpet cleaning. Based on the testimony of both parties and in the absence of move in and move out

condition inspection reports, I find that the landlord is entitled to the cost of carpet cleaning but has not proven the balance of her claim.

Bank and Filing fees

I find that the landlord is also entitled to the bank fees of \$60.00 for two bounced cheques. Since the landlord has established a portion of her claim, she is also entitled to a portion of the filing fee. Accordingly I award the landlord \$50.00 towards the filing fee of \$100.00.

Overall the landlord has established a claim of \$2,678.00. The landlord stated that she owes the tenant \$500.00 for hay. Therefore, the landlord has established a claim for the balance of \$2,178.00. I order that the landlord retain the security and pet deposits of \$1,800.00 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 \$378.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for the amount of **\$378.00**.

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: April 06, 2011.

Residential Tenancy Branch