



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF, O

Introduction

This matter dealt with an application by the Landlord for compensation for damage to the unit, site or property, damage caused by loss of rental income and to recover the filing fee for this proceeding.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on March 15, 2011. The Landlord said the Notice of hearing was sent to him late by the Residential Tenancy Branch therefore he was not able to send it to the Tenant until March 15, 2011. The Tenant said she received the Notice of Hearing on March 16, 2011. 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 proceed with both parties in attendance.

Issues(s) to be Decided

1. Is there damage to the unit, site or property and if so how much?
2. Is the Landlord entitled to compensation for damages and if so how much?
3. Is there a loss of rental income and if so how much?
4. Is the Landlord entitled to compensation for loss of rental income and if so how much?

Background and Evidence

This tenancy started on February 1, 2010 as a 1 year fixed term tenancy with an expiry date of January 31, 2011. Rent was \$1,700.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$850.00 in late January, 2010. This tenancy ended on January 31, 2011.

The Landlord said he did not complete a move in or move out condition inspection report and he understands his claims for damage to the unit may not be successful without evidence to establish the condition of the unit at move in and move out. The Landlord said he will not pursue his claim for damage to the unit.

The Landlord continued to say he is seeking \$1,700.00 of lost rent for February, 2011 because the rental unit was not clean enough to rent out when the Tenant moved out at the end of the tenancy. The Landlord said because he was a first time landlord he did not know he had to submit evidence that would establish the condition of the rental unit and that the Tenant was responsible for any damage to the unit. The Landlord did submit receipts for the repairs and cleaning that they did to the unit after the Tenant moved out.

The Tenant said the rental unit was reasonably clean when she moved in and she and some of her friends cleaned the unit before she moved out. The Tenant said the unit was reasonable clean when she moved out and she said she did not damage the unit during her tenancy. The Tenant continued to say she gave the Landlord written notice that she was moving out at the end of the tenancy (January 31, 2011) and she also included her forwarding address in this email. As well, the Tenant said she assisted the Landlord to show the unit to potential tenants during the month of January, 2011. The Tenant said she is not responsible for the February rent as she cleaned the unit when she moved out and she gave the Landlord proper notice that she was moving out at the end of the tenancy.

Analysis

Section 23 and 35 of the Act say that a landlord and tenant must do condition inspections to establish the condition of the rental unit at the start and the end of the tenancy. If this is not done and there is no other acceptable evidence of the condition of the rental unit at the start and the end of a tenancy then the applicant cannot establish the amount of damage or if any damage was done to the rental unit.

As the Landlord said he is unable to establish proof of the condition of the rental unit at the start or at the end of the tenancy, I find that the Landlord has not established grounds to prove that the Tenant damaged the rental unit or the Tenant left rental unit in an unreasonable condition. Consequently, I dismiss the Landlord's application for damages to the unit, site or property and for the Landlord's claim for lost of rental income for February, 2011 of \$1,700.00. The application is dismissed without leave to reapply.

As well, as the Landlord was not successful in this matter I dismiss his application to recover the filing fee for this proceeding of \$50.00 from the Tenant.

Conclusion

The Landlord's application is 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*.

Residential Tenancy Branch