

Decision

Dispute Codes:

MND, MNR, MNSD, MNDC, FF.

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the cost of cleaning, repairs, 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.

Issues to be decided

Has the landlord established a monetary claim? Did the landlord incur a loss of income? Is the landlord entitled to keep the security deposit?

Background and Evidence

The tenancy started on December 01, 2010 for a fixed term of one year. Rent was \$1,180.00 per month due on the first of the month. The rent included utilities. The tenant paid a security deposit of \$590.00.

On February 02, 2011, the landlord served the tenant with a notice to end tenancy. The tenant disputed the notice. However, the tenant decided to move out and on February 14, 2011, she served the landlord with a notice to end tenancy. The tenant moved out on February 28, 2011. The landlord mitigated his losses by attempting to re-rent the unit and was able to find a tenant for the latter half of March at a slightly reduced rent. The landlord stated that he suffered a loss of income for March in the amount of \$720.00.

The landlord stated that the tenant left the unit without cleaning the carpets and performing other general cleaning. The tenant stated that she shampooed the carpets approximately two and a half weeks prior to moving out. The landlord agreed that she may have shampooed the carpets, but it was not possible to clean them well with furniture and boxes in the rental unit. In addition, the landlord stated that on the day the tenant moved out, it was snowing and people who were moving the tenant's belongings were walking in and out of the rental unit with wet shoes. The landlord stated that the rental unit was in need of cleaning and that he spent 4-5 hours cleaning.

The landlord is also claiming the cost of replacing knobs on the laundry machines and fixing a patio light. The landlord withdrew his claim for painting the door frame.

The landlord stated that when he calculated the rent he took into account the cost of the average use of utilities. However, he stated that the tenant kept doors and windows open in winter, cranked up the baseboard heating and left lights on all the time. He stated that despite reminders to conserve, the tenant continued to waste energy. As a result he stated that the hydro bills were very high and in amounts that were approximately five times the average amount. The landlord has filed evidence by way of hydro bills, before during and after the tenancy ended to demonstrate his point.

The tenant agreed that she kept doors and windows open, but did so to air the unit out. She denied leaving the lights on when she was not in the home.

The landlord is claiming the following:

1.	Loss of income	\$720.00
2.	Delivery of evidence	\$20.00
3.	Carpet and other cleaning	\$150.00
4.	Replacement of switch	\$6.71
5.	Replacement of lamp	\$23.39
6.	Excess use of utilities	\$300.00
7.	Filing fee	\$50.00
	Total	\$1,270.10

Analysis

1. Loss of income - \$720.00

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the sworn testimony of both parties, I find that the tenant did not provide adequate notice to end the tenancy. The landlord attempted to mitigate his losses and was partially successful by finding a tenant for the latter half of March. I find that the landlord is entitled to recover the loss of income that he suffered in the amount of \$720.00.

2. Delivery of evidence - \$20.00

The legislation does not permit me to award any litigation related costs other than the filing fee. Accordingly the landlord's claim of \$20.00 for the cost of delivery is dismissed.

3. Carpet and other cleaning - \$150.00

The landlord stated that the tenant did not clean just prior to moving out. The tenant agreed that she had shampooed the carpet 2.5 weeks prior to move out. However, it is not possible to do a thorough job of cleaning the carpet while the unit is full of furniture. Therefore I find that the tenant may not have done a complete job. In addition, the movers walked over grass to get to the unit on a snowy day and therefore on a balance of probabilities, I find that it is more likely than not that the carpets were left unclean at the end of tenancy. Since the tenant had performed some cleaning I find it appropriate to award the landlord a portion of his claim in the amount of \$100.00.

4. Replacement of switch - \$6.71

Based on the testimony of both parties, I find that it is likely that the damage to the knobs was a result of normal wear and tear. Therefore the landlord's claim for \$6.71 is dismissed.

5. Replacement of lamp - \$23.39

The landlord filed a photograph of the broken lamp and evidence of the cost to replace it. I find that the landlord has filed adequate evidence to support his claim and accordingly, I award him \$23.39 to replace the lamp.

6. Excess use of utilities - \$300.00

Based on the sworn testimony of both parties and the documentary evidence filed by the landlord, I find that the use of power was highly increased during the tenancy. Since the landlord based the cost of utilities on the average use, I find that the landlord is entitled to his claim for the cost of the excess utilities. However, since it was during winter that the excess use occurred, I find it appropriate to award the landlord \$200.00 towards the extra costs that he incurred.

7. Filing fee - \$50.00

Since the landlord has proven a major part of his claim, I find that he is entitled to the recovery of the filing fee.

I find that the landlord has established the following claim:

1.	Loss of income	\$720.00
2.	Delivery of evidence	\$0.00
3.	Carpet and other cleaning	\$100.00
4.	Replacement of switch	\$0.00
5.	Replacement of lamp	\$23.39
6.	Excess use of utilities	\$200.00
7.	Filing fee	\$50.00
	Total	\$1,093.39

Overall, the landlord has established a claim of \$1,093.39. I order that the landlord retain the security deposit of \$590.00 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 \$503.39. 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 in the amount of **\$503.39**.

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: July 05, 2011.

Residential Tenancy Branch