



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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 September 02, 2010 for a fixed term of six months due to end on March 31, 2011. The tenancy agreement did not indicate whether at the end of the term, the tenancy would continue on a month to month basis or whether the tenancy would end and the tenant would be required to move out. Rent was \$1,283.00 per month due on the first of the month. Prior to moving in, the tenant paid a security deposit of \$641.50.

The tenant stated that he verbally informed the landlord that he would be moving out. The testimony of both parties differed in this regard. The landlord stated that she met and spoke to the tenant sometime in March, at which time he had already moved out. The tenant stated that he moved out on March 01 and had given verbal notice prior to moving out. The tenant agreed that he had not provided any written notice to the landlord and that he owed partial rent for March.

The landlord stated that rent for March was paid partially by direct deposit and the balance was paid by a cheque that was returned for insufficient funds.

The tenant filed evidence by way of a bank statement that showed that the tenant had paid rent in the amount of \$427.68. Therefore with NSF charges the balance owed by the tenant for March is \$880.32.

In April, the landlord received \$427.68 by direct deposit. The landlord is claiming the balance of \$855.32 as loss of income for this month.

The landlord stated that the unit was left in a dirty condition and it was obvious from the odor in the unit and the damage to the carpet that the tenant had a pet. The tenant denied having had a pet. The landlord stated that the carpet had to be repaired and cleaned more than once to rid it of the pet odour. In addition to the odor and the damage to the carpet, the landlord stated that she was absolutely sure that the tenant had a pet from the way she communicated with the landlord through a small crack in the door. The landlord stated that the tenant would never open the door when speaking with the landlord. The landlord also pointed out to a debit entry on the tenant's bank statement which showed that the tenant had spent \$89.60 at an animal hospital in February. The landlord stated that current tenant still complains about the pet odour.

The landlord filed evidence of having incurred a cost to repair the carpet and clean it. The landlord also incurred 12 hours of cleaning, but in error filed the photographs of a different apartment.

The landlord is claiming the following:

1.	Unpaid rent for March	\$880.32
2.	Loss of income for April	\$855.32
3.	Carpet Repair	\$260.00
4.	Carpet cleaning	\$125.00
5.	General cleaning	\$180.00
6.	Filing fee	\$50.00
	Total	\$2,350.64

## **Analysis**

### **Rent**

The tenant did not dispute the landlord's claim of \$880.32 for unpaid rent and NSF charges. Therefore I find that the landlord has proven her claim for unpaid rent.

### **Loss of Income**

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic 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 testimony of both parties, I accept the landlord's evidence in respect of the claim. In this case the tenant did not give the landlord any written notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of April. Accordingly, I find that the landlord is entitled to **\$855.32**, which is the loss that she suffered.

#### Carpet Repair and cleaning

Based on the testimony and documentary evidence filed by both parties, I find that on a balance of probabilities, the tenant did have a pet and the pet caused damage to the carpet. I also find that the rental unit had a pet odour that required extensive cleaning to remove. The landlord has filed copies of invoices of the cost that she incurred to have the carpet repaired and cleaned. Accordingly, I find that the landlord is entitled to \$260.00 for carpet repair and \$125.00 for carpet cleaning.

#### General cleaning

I find that the landlord has not filed evidence to support her claim and the tenant denies having left the unit in an unclean condition. Therefore the landlord's claim for \$180.00 is dismissed.

#### Filing fee

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

Overall the landlord has established the following claim:

1.	Unpaid rent for March	\$880.32
2.	Loss of income for April	\$855.32
3.	Carpet Repair	\$260.00
4.	Carpet cleaning	\$125.00
5.	General cleaning	\$0.00
6.	Filing fee	\$50.00
	<b>Total</b>	<b>\$2,170.64</b>

I order that the landlord retain the security deposit of \$641.50 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 \$1,529.14. 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 **\$1,529.14**.

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*.

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Dated: July 05, 2011.

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Residential Tenancy Branch