



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid rent, compensation for damage to the unit, and an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for unpaid rent from the tenant?

Is the landlord entitled to compensation for damages to the unit?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy commenced on January 1, 2011, the tenancy was a one year fixed term. Rent in the amount of \$800.00 was payable on the first of each month. The tenant paid a security deposit in the amount of \$400.00.

The landlord is seeking compensation for unpaid rent, damages, and the cost to clean the rental unit due to the condition it was left in by the tenant.

The landlord claims as follows:

a.	Loss of rent for September and October 2011	\$1,600.00
b.	Replace handrail Carpet cleaning	110.21
c.	Keys cut	7.82
d.	Carpet cleaning	56.00
e.	5 hours cleaning at \$20.00	100.00
g.	Filing fee	50.00
	Total claimed	\$1,924.03

The landlord testified that on September 8, 2011, when the tenant had not paid rent for September 2011, the landlord tried to call the tenant and discovered the tenant's phone number was disconnected and the tenant had abandoned the rental unit.

The landlord testified the tenant abandoned the rental unit and the tenant did not leave a forwarding address or phone number.

The landlord testified that it was at the end of October 2011, when she found a new address for the tenant and filed her application for dispute resolution, which provides notice to the tenant that she is seeking to recover loss of rent. The landlord states she is seeking rent for September 2011 and compensation for loss revenue for the month of October 2011.

The landlord testified that as soon as the rental unit was discovered abandoned she immediately listed it on a website and was able to rent it for November. However, that did not work out, and is not seeking compensation from the tenant past October 2011.

The tenant testified that she moved out on August 27, 2011 and provided no written notice to the landlord.

The landlord testified that the tenant removed the handrail that goes down the stairs into the rental unit and the tenant did not re-install the handrail and the handrail was gone. The landlord stated it cost her \$110.21 to purchase a new railing. Filed in evidence is a copy of a receipt to replace the handrail.

The tenant testified that she did remove the handrail when she moved into the rental unit, this allow more space to bring in her belongings. The tenant stated that the handrail was accidently disposed of when her friend was helping her clean up.

The landlord testified that she paid \$7.82 to have two new cuts for the rental unit, because the tenant only returned four key and the tenant was given six at the start of tenancy.

The tenant testified that she returned all six keys; four were left in the rental unit when she vacated the rental unit.

The landlord testified that it cost her \$56.00 to have the carpets cleaned in the rental unit as there were stains in the living room carpet. Filed in evidence is a receipt for carpet cleaning.

The tenant testified that she had her own carpet cleaner and the carpets were clean when she left the rental unit.

The landlord testified that the tenant did not leave the rental unit clean. That it took her sister five hours to clean, the kitchen was in the worst shape, the stains on the floor

were horrendous, and took a lot of work to get the stains out. Filed in evidence are photographs of the kitchen floor and cupboards.

The landlord further testified that the stove and fridge were not cleaned. The bathroom had to be cleaned as it looked like it had not been cleaned for a few days. File in evidence is photograph of the bathroom floor.

The tenant testified that she cleaned the entire place before she left the rental unit and because the living room fan does not work and there is no fan in the bathroom the rental unit becomes dusty quickly.

Analysis

Based on the testimony, evidence, photographs and a balance of probabilities, I find as follows:

The evidence of the parties was the tenant did not give any notice to end tenancy and abandoned the rent unit.

Section 45 of the Act states - Tenant's notice

45 (2) A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that

- (a) is not earlier than one month after the date the landlord receives the notice,
- (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and
- (c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

I find the tenant breach the terms of the tenancy agreement and Act. The tenant was required to provide the landlord notice to end tenancy. Therefore, the landlord is entitled for September rent in the amount of \$800.00.

As the landlord did provide notice with intent to recover loss revenue in the form of her application and the landlord took reasonable steps to mitigate her loss by posting the rental unit on a website. I find the landlord did suffer a loss and is entitled to be compensated for loss revenue for October 2011, in the amount of \$800.00.

The evidence of both parties was the tenant had removed the handrail from the stairway and the tenant did not replace that handrail. Therefore, the landlord is entitled to be compensated in the amount of \$110.21.

The evidence of the landlord was the living room carpet was stained and had to be cleaned. Photographic evidence was filed by the landlord, showing stains on the

carpet. The tenant abandoned the rent unit and did not participate in a move out inspection, and the move in inspection does not indicate any stains on the living room carpet. Therefore, the landlord is entitled to be compensated in the amount of \$56.00.

As the landlord and tenant, disagree on the issue of further cleaning of the rental unit. I must rely on the landlord's photographic evidence. The photographs do show that the rental unit required some further cleaning. However, I am not satisfied that five hours was required to clean the rental unit or that \$20.00 was a reasonable rate to pay her sister. Therefore, I grant the landlord \$50.00 for cleaning the rental unit.

The parties disagree on the amount of keys that were returned. The tenant did not give the keys directly back to the landlord. The move in inspection report verifies that the tenant received six keys and the landlord has submitted a receipt, which shows two keys were cut to replace the missing keys. I find the landlord is entitled to be compensated for the two missing keys in the amount of \$7.82.

I find that the landlord has established a total monetary claim of **\$1,874.03** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the landlord retain the deposit and interest of **\$400.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$1,474.03**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary in the amount of **\$1,474.03**.

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: January 17, 2012.

Residential Tenancy Branch