



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNR MNDC FF

### Introduction

This hearing dealt with applications by the landlord and the tenant. The landlord applied for a monetary order for unpaid rent, lost revenue and other costs incurred. The tenant applied for recovery of the security deposit, an order that the landlord return the tenant's personal property and further monetary compensation.

The landlord, an agent for the landlord and the tenant participated in the conference call hearing on February 1, 2012. On that date I heard testimony from the landlord and the tenant regarding the landlord's application. Due to time constraints, the hearing was adjourned.

The hearing reconvened on February 23, 2012. On that date, only the landlord appeared. The tenant's applications were accordingly dismissed.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on August 15, 2011 as a fixed-term lease ending on February 14, 2012. Rent in the amount of \$1100 was payable in advance on the fifteenth day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$550.

On December 13, 2011 a dispute resolution hearing was conducted pursuant to an application by the tenant. In the decision on that matter, the Dispute Resolution Officer determined that the tenant had abandoned the rental unit and the tenancy had ended.

### *Landlord's Evidence*

The tenant did not pay rent when it was due on October 15, 2011. The landlord became aware in November 2011 that the tenant had abandoned the rental unit and left her possessions behind. The landlord waited until after the hearing on December 13, 2011 to start cleaning and restoration of the suite. The cleaning was still underway as of February 1, 2012. The landlord has been unable to re-rent the unit because she needed to do cleaning. The landlord did not submit any evidence that a move-in inspection was completed at the beginning of the tenancy.

The landlord claimed the following monetary amounts:

- 1) \$4,400 in unpaid rent and lost revenue for October 15, 2011 to February 14, 2012.
- 2) \$300 for 12 hours of cleaning, at \$25 per hour – the landlord submitted photographs depicting the messy condition of the rental unit.
- 3) \$21.30 for postage costs incurred in the dispute resolution process for this matter as well as the hearing on December 13, 2011 – the landlord incurred additional expenses because the tenant gave the landlord a forwarding address that the landlord did not believe was valid.
- 4) \$274 for the landlord's lost wages to attend this hearing and the hearing in December 2011.

### *Tenant's Response*

- 1) Unpaid rent – the landlord chose not to permit the tenant to stay to the end of the tenancy. If the landlord had allowed the tenant to stay, the landlord would have received rent.
- 2) Cleaning – the tenant acknowledged that she had her stuff all over the place when she moved in, and she had to take time to unpack because of her medical condition. The tenant never completed moving in. If the landlord had permitted the tenant to come back, the landlord could not have had to clean. The tenant tried to contact the landlord to collect her belongings, but the landlord did not allow the tenant to do so.
- 3) Postage costs – the tenant gave the landlord her valid forwarding address.
- 4) Lost wages – the landlord should not be entitled to recover this amount.

## Analysis

Upon consideration of the evidence, I find as follows.

### *Unpaid Rent*

The tenant did not pay rent for October 15 to November 14, 2011. The DRO in the previous hearing did not specify what date the tenant was found to have abandoned the rental unit or what date the tenancy ended. I accept the testimony of the landlord that she did not discover until November 2011 that the tenant had abandoned the rental unit. I therefore find that the landlord is entitled to \$1100 for unpaid rent for October 15 to November 14, 2011. Once the landlord made the determination that the tenant had abandoned the rental unit, however, the landlord ought to have taken immediate steps to clean the rental unit and attempt to re-rent the unit as soon as possible. The landlord did not do so; rather, she waited until mid-December 2011 to even begin cleaning the unit. I therefore find that the landlord is not entitled to the remaining lost revenue for October 15, 2011 to February 14, 2012.

### *Cleaning*

The tenant acknowledged that she “had her stuff all over the place” when she moved in, and that she had not completed unpacking. The landlord’s photographs illustrate the messy condition of the rental unit. I accept the evidence of the landlord that she needed to pack up and remove the tenant’s possessions; however, the landlord did not provide a move-in inspection report to verify the condition of the unit at the beginning of the tenancy; nor did she provide a specific breakdown of her time and costs. I therefore find it reasonable to grant the landlord half of the amount claimed for cleaning, \$150, on the basis that the tenant left a substantial amount of possessions behind and the landlord was required to remove those items.

### *Postage Costs and Lost Wages*

Under the *Residential Tenancy Act*, the only cost associated with the dispute resolution hearing that is generally recoverable is the filing fee for the cost of the application. In this case, the landlord waived recovery of the filing fee in order to reduce her claim to less than \$5,000. I cannot award costs that were incurred in relation to another dispute resolution hearing. In regard to the postage costs incurred in relation to this proceeding, I find that the tenant provided the landlord with a mailing address, and the landlord was under no obligation to investigate that address and determine whether it was valid or not. I therefore find that the landlord is not entitled to recovery of the postage costs or lost wages.

Conclusion

The landlord is entitled to \$1250 in unpaid rent and cleaning costs.

The remainder of the landlord's application is dismissed.

I grant the landlord an order under section 67 for the balance due of \$1250. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: March 6, 2012.

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Residential Tenancy Branch