



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

**MNR, MNSD, MNDC, FF**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent, loss of rent revenue, to retain all or part of the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Preliminary Matter

The application was amended to reflect the details of the dispute in which the landlord has requested compensation for damage to the rental unit.

### Issue(s) to be Decided

Is the landlord entitled to compensation for unpaid rent in the sum of \$2,800.00?

Is the landlord entitled to compensation for loss of rent in the sum of \$1,400.00?

Is the landlord entitled to compensation for damage to the rental unit in the sum of \$581.39?

Is the landlord entitled to compensation for damage or loss in the sum of \$201.06?

### Background and Evidence

The tenancy commenced in July 2009; it converted to a month-to-month tenancy after 1 year. Rent was \$1,400.00 due on the first day of each month; a security deposit in the

sum of \$700.00 was paid. A condition inspection was not completed at the start of the tenancy.

The landlord has made the following claim:

January 2012 electricity	45.50
Door lock	31.33
Stove cleaner	5.58
Carpet cleaning	144.48
Water bill	101.64
Cleaning service	400.00
Unpaid November & December 2011 rent	2,800.00
Loss of January rent revenue	1,400.00
<b>TOTAL</b>	<b>4,983.56</b>

The tenant agreed that he owes the landlord the amounts claimed for unpaid November and December, 2011, rent; the gas and hydro bills for January, the lock cost and the water bill.

The landlord has claimed loss of January rent as the tenant had told him he would be vacating, but did not supply written notice ending the tenancy. The tenant acknowledged that he had talked to the landlord and that he believed the landlord knew he was vacating but he did not give written notice. The tenant left on December 23, 2011 and is not sure he left the keys for the landlord. The landlord supplied a copy of an advertisement placed on on-line; he was not able to re-rent the unit until April, 2012.

The landlord supplied a copy of a carpet cleaning invoice dated January 20, 2012. The tenant stated he had cleaned the carpets in August, 2011, and that he could not get them clean. The tenant stated the carpets were dirty at the start of the tenancy, that they were indoor/outdoor quality and unable to be sufficiently cleaned. The tenant thought the carpets were twelve to fifteen years old; the landlord stated they were approximately 6 years old.

The landlord stated that the unit was not clean and that he hired a cleaner. A typed invoice was supplied as evidence. The invoice was not dated; the landlord stated that the cleaner came in several times during January 2010, and that he could not recall if he paid by cash or cheque. No evidence of payment was supplied.

The tenant disputed the claim for cleaning costs; the tenant stated he spent the last week of his time at the unit cleaning; washing the floor and walls and ensuring that the unit was left in a reasonably clean state.

### Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or *Act*, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

As the tenant failed to give written notice ending the tenancy, as required by section 45 of the *Act*, I find that the landlord is entitled to loss of rent revenue for January 2012.

In relation to the carpet cleaning costs, I find, in the absence of a condition inspection report completed at the start of the tenancy, that the landlord has not shown that the tenant should be responsible for carpet cleaning at the end of the tenancy. The tenant lived in the unit for over 1 year, but submitted that the carpets were poor quality and could not be properly cleaned, despite his attempts made in August, 2011. Therefore, in the absence of agreement on the state of the carpets at the start of the tenancy I dismiss the claim for carpet cleaning.

The landlord submitted a typed invoice for the cleaning costs; however proof of payment was not provided. The landlord could not recall if payment was made by cheque or cash. The tenant vigorously disputed the cleaning costs claimed and, in the absence of verification of the sum claimed, I find that the cleaning cost claim is dismissed.

On the balance of probabilities, I find that the tenant did leave the unit in a reasonably clean state and that the claim for stove cleaner is dismissed. The landlord was aware that the tenant was vacating, despite his failure to give notice, but did not arrange to meet in order to inspect the unit. In the absence of any record of the state of the unit at the end of the tenancy, this portion of the claim is dismissed.

	Claimed	Accepted
January 2012 gas	55.03	Agreed
Door lock	31.33	Agreed
Stove cleaner	5.58	0
Carpet cleaning	144.48	0
Water bill	101.64	Agreed
Cleaning service	400.00	0
Unpaid November & December 2011 rent	2,800.00	Agreed
Loss of January rent revenue	1,400.00	1,400.00
<b>TOTAL</b>	<b>4,983.56</b>	<b>4,433.50</b>

I find that the landlord's application has merit, and I find that the landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit in the amount of \$700.00, in partial satisfaction of the monetary claim.

### Conclusion

I find that the landlord has established a monetary claim, in the amount of \$4,483.50, which is comprised of damage or loss, unpaid rent, damage to the unit and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

The landlord will be retaining the tenant's security deposit in the amount of \$700.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$3,783.50. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia 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: April 25, 2012.

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Residential Tenancy Branch