



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both the landlord and the tenant participated in the conference call hearing.

At the outset of the hearing, both parties confirmed that they had received the other party's evidence, with the exception of one page of the tenant's evidence. As that page was not served on the landlord, it was not admitted. Both parties provided oral testimony in the hearing. I have reviewed all testimony and other admissible evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on November 1, 2011 as a fixed-term tenancy to end on May 1, 2012. Rent in the amount of \$800 was payable in advance on the first day of each month. On October 1, 2011, the landlord collected a security deposit from the tenant in the amount of \$400. The landlord did not carry out a move-in inspection with the tenant at the outset of the tenancy. On February 2, 2012 the tenant gave the landlord written notice that she was vacating the rental unit on or before March 1, 2012. The tenant vacated the rental unit on February 25 or 26, 2012.

Landlord's Evidence

The landlord did not do a move-in inspection and complete a move-in inspection report at the outset of the tenancy, but they took photos of the unit and did two walk-throughs with the tenant. The carpets were new at the beginning of the tenancy.

After the tenant vacated the unit, the landlord discovered damage to the rental unit. The tenant's dog chewed on a section of the wall, and the unit smelled of dog urine. The tenant cut out a section of damaged carpet in front of the door and swapped it with another section of carpet cut from under the heater in an attempt to conceal the damage. The tenant did not properly clean the unit, and she left a pile of junk in the kitchen. There was also a missing power cable. The landlord has claimed the following amounts:

- 1) \$100 for missing Telus cable
- 2) \$151.98 for cleaning
- 3) \$135 for 3 hours of junk removal, at \$45 per hour
- 4) \$1097.60 for replacement of 43 square yards of carpet and underlay
- 5) \$800 for lost revenue for March 2012 – the tenant did not give 30 days' notice and the suite could not be rented out by March 1, 2012 due to poor condition and smell

In support of his application, the landlord provided invoices and photographs of the condition of the rental unit before and after the tenancy.

Tenant's Response

The tenant cleaned the unit and had carpet cleaning done before vacating. She acknowledged leaving recycling in the kitchen because it was snowing outside, but she did not believe it would take three hours to move the recycling.

Analysis

Upon consideration of the evidence, I find as follows:

- 1) \$100 for missing Telus cable – I accept the landlord's evidence that the cable was missing at the end of the tenancy, and the cost quoted for replacement of the cable. The landlord is entitled to this amount.
- 2) \$151.98 for cleaning – the photographs clearly depict parts of the rental unit that were not clean at the end of tenancy. However, the landlord did not provide a detailed invoice of all the cleaning that was done, and the tenant stated that she had cleaned the unit. I therefore find that the landlord is entitled to \$100 of the cleaning claim.
- 3) \$135 for 3 hours of junk removal, at \$45 per hour – the tenant acknowledged that she left items behind, and the landlord's photographs show that there was a large pile of items left in the kitchen. The tenant disputed the length of time claimed for the removal of these items, and the landlord did not establish that he attempted

to have the items removed at a reasonable cost. Taking into account labour, transportation and dumping fees, and I find that the landlord is entitled to \$100 for removal of the items left behind in the kitchen.

- 4) \$1097.60 for replacement of carpet and underlay – the landlord's photographs clearly show where the tenant removed two small sections of the carpet. However, the landlord did not provide sufficient evidence to establish that the carpets were so damaged that it was necessary to replace 43 square yards of carpet and underlay. I therefore find that the landlord is entitled to nominal compensation of \$100 for the sections of the carpet that the tenant cut out.
- 5) \$800 for lost revenue for March 2012 – the landlord did not provide evidence that he took reasonable steps, beginning February 2, 2012 when he received the tenant's notice, to attempt to re-rent the unit. I therefore find that the landlord is not entitled to this amount.

As the landlord's claim was only partially successful, I find he is not entitled to recovery of the filing fee for the cost of his application.

Conclusion

The landlord is entitled to \$400. The remainder of the landlord's application is dismissed. I order that the landlord retain the security deposit of \$400 in full satisfaction of his monetary claim.

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: May 23, 2012.

Residential Tenancy Branch