



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord: OPR, MNR, MNSD, MNDC, FF, O
Tenant: CNR, OLC

Introduction

This hearing dealt with the cross Applications for Dispute Resolution. The landlord sought an order of possession and a monetary order and the tenant sought to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the landlord and her witness and the tenant and her witness.

Both parties confirmed the tenant moved out of the rental unit. As such, the matter of possession is no longer at issue and I amend the landlord's Application for Dispute Resolution to exclude the matter of possession. And as the tenant's Application sought to cancel a notice to end tenancy for a tenancy that is now ended, I find there is no longer a need to adjudicate the tenant's Application and I dismiss the tenant's Application.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for loss of revenue; for carpet cleaning; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act* (Act).

Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by both parties October 14, 2011 for a 1 year and 1 day fixed term tenancy beginning on November 1, 2011 for a monthly rent of \$850.00 due on the 31st of each month with a security deposit of \$425.00 paid.

The tenancy ended following the landlord's issuance of a 10 Day Notice to End Tenancy for Unpaid Rent on May 9, 2012 with an effective vacancy date of May 19, 2012. The tenant acknowledges that she owed the landlord \$125.00 for rent for the month of May 2012.

The tenant's witness provided testimony to support the tenant's assertion that the landlord agreed to allow the tenant to stay until the end of May 2012 and that the landlord would not take the tenant's remaining \$125.00 in rent owed for May 2012.

The landlord also seeks compensation for rent for June 2012 because she was told by the police to not go back to the rental unit and as such she could not show the unit. The landlord testified the tenant had several "thugs" over all the time and it was not safe for her to attend the unit. As such, she had not been able to secure new tenants.

The tenant testified that she never restricted the landlord's ability to show the rental unit but that in fact the landlord had been harassing her and she called the police several times on the landlord.

The landlord also seeks compensation for carpet cleaning, as it was a condition of the tenancy agreement. The landlord submitted no estimate or invoice but testified that the last time she had it down it cost \$150.00. The tenant does not disagree that she owes the landlord for carpet cleaning but does disagree with the amount; the tenant believes the carpet cleaning could be down for \$150.00.

The landlord's witness provided testimony regarding the service of the tenant's Application for Dispute Resolution and that the tenant failed to serve the landlord directly but rather that she served the witness with the Application.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

I find, based on the testimony of both parties, that the tenant failed to complete carpet cleaning as was required as part of the tenancy agreement. As a result, I find the landlord has suffered a breach of the tenancy agreement and the landlord is entitled to compensation.

However, as the landlord has failed to provide any corroborating or documentary evidence to support her claim for \$150.00 for these costs, I accept the tenant is willing to pay the landlord \$100.00 as reasonable compensation for this violation.

I also accept the tenant acknowledges that she owes the landlord \$125.00 for rent for the balance owing for the month of May 2012.

As to the landlord's claim for loss of rent for June 2012 because she was not able to show the unit to prospective tenants, I find the landlord has failed to provide any evidence or witness to confirm that she had been ordered to not attend the rental unit by police or that there were guests of the tenant who prevented her from attending the unit or showing it to potential tenants.

Conclusion

For the reasons above, I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$275.00** comprised of \$125.00 rent owed; \$100.00 carpet cleaning and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit and interest held in the amount of \$425.00 in satisfaction of this claim, leaving a balance of \$150.00, to be dispersed in accordance with the landlord's obligations under Section 38 of the *Act*.

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: June 11, 2012.

Residential Tenancy Branch