

## **DECISION**

Dispute Codes      MNR, MNDC, FF

### Introduction

This is an application filed by the Landlord for a monetary order for money owed or compensation for damage or loss under the Act, Regulations or Tenancy Agreement for loss of rental income and for cleaning expenses and the recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The Tenant has not provided his evidence package to the Landlord consisting of email chains between the two parties. The contents of the Tenant's documentary evidence package were read in detail to both parties and I find that this package does not prejudice the Landlord and may be considered for this hearing. The Tenant has acknowledged receiving the Landlord's notice of hearing and evidence package. I find that both parties have been properly served with the notice of hearing and the evidence submitted.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

### Background, Evidence and Analysis

This Tenancy began on August 15, 2011 on a fixed term tenancy for 6 months and then thereafter on a month to month basis as shown by the submitted signed tenancy agreement. The monthly rent was \$1,250.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$650.00 and a pet damage deposit of \$625.00 was paid.

The Landlord seeks compensation for \$625.00 for loss of rental income for March 15, 2012 to March 31, 2012. Both parties agreed that the Landlord received notice to vacate the rental unit by email on February 15, 2012 for March 15, 2012. Both parties also agreed to mutually end the Tenancy on March 15, 2012. The Tenant states that the Tenancy ended on March 15, 2012. The Landlord disputes this stating that the Tenancy ended on March 16, 2012. The Landlord was living in the basement unit at the time and moved into the upstairs unit on March 20, 2012 after the Tenants vacated.

I find that the Landlord has failed to establish a claim for the \$625.00 in lost rent. Both parties have acknowledged that the Tenancy ended mutually on March 15, 2012. The

Landlord did not give notice to the Tenant (other than this application) that the Tenant would still be responsible for the remainder of the month. The Landlord failed to mitigate any losses to re-rent and chose to move into the rental unit within 5 days of the Tenant vacating the unit. This portion of the Landlord's claim is dismissed.

The Landlord also seeks compensation of \$220.00 for cleaning that was required for the end of the Tenancy. This consists of 5 hours of cleaning performed by the Landlord at \$15.00 an hour and the cost of cleaning supplies. The Tenant disputes this stating that no condition inspection report or receipts/invoices for expenses were ever given to them. The Tenant stated in his direct testimony that the rental unit "was not in the best shape" when they left, but that it was not worth the \$220.00 cleaning claimed by the Landlord. The Landlord relies on the photographs of the rental unit.

The Landlord has failed to establish her claim for cleaning damages of \$220.00. The Landlord failed to complete a condition inspection report for the move-in or the move-out. The Landlord has also failed to provide any receipts or invoices for expenses incurred, however I find based upon the documentary evidence of the Landlord and the direct testimony of the Tenant that cleaning was required at the end of the Tenancy. I grant a nominal award for \$140.00 for cleaning.

The Landlord is also entitled to recovery of the \$50.00 filing fee. I grant the Landlord a monetary order for the balance due of \$190.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

### Conclusion

The Landlord is granted a monetary order for \$190.00.

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: July 18, 2012.

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Residential Tenancy Branch