



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, OPB, MND, MNR, FF, O

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties and their witnesses the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witnesses.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for an Order of Possession based on a Notice to End Tenancy for non-payment of rent, a request for a monetary order for \$2700.00, and a request for recovery of the filing fee.

Background and Evidence

The applicant testified that:

- The tenant has already moved out of the rental unit and therefore she no longer requires an Order of Possession.
- The tenant failed to pay the July 2012 rent and did not vacate until July 23, 2012, therefore she is requesting an order for \$1350.00 for the July 2012 rent.
- She was also unable to re-rent the unit for August 2012 as she found this situation too stressful to be able to deal with renting the unit. She is therefore requesting an order for \$1350.00 for lost rental revenue for the month of August 2012
- Although the respondent did some cleaning in the rental unit it was not left sufficiently clean to be re-rented. When the tenant moved into the unit it was

professionally cleaned and it should have been left in the same condition. Therefore she is asking for cleaning costs of \$475.00.

- She also found some damages at the end the tenancy and she wishes to be compensated as follows for those damages:

Missing garbage can	\$18.00
Glass refrigerator shelf	\$50.00
Plastic freezer shelf	\$30.00
Total	\$98.00

The respondent testified that:

- The landlord told her that she wanted to move into the rental unit herself, and asked her if she could move before the end of the lease.
- She therefore started looking for rental unit, and found one for July 1, 2012.
- She verbally informed the landlord on July 27, 2012 that she would be vacating.
- She told the landlord she could keep the security deposit to cover half a month's rent for the month of July 2012 however as it turned out she was unable to move out of the rental unit until July 23, 2012.
- When she vacated, she left the rental unit clean, and there was no mention of any need for further cleaning on the move out inspection report, nor was there any claim for damages.

In response to the respondent's testimony the applicant testified that:

- She never asked the tenant to vacate the rental unit early.
- She did add things to the move-out inspection report, as she found them after the report had been completed.

Analysis

It is my finding that the tenant is liable for the full rental revenue for the month of July 2012. The tenant has admitted that she did not give the landlord written notice to end the tenancy and since she was there for the majority of July 2012 it's my decision that she must pay the full rental revenue for that month.

I deny the landlords claim however for lost rental revenue for the month of August 2012, because the landlord did not attempt to re-rent the unit and thereby mitigate her loss. The landlord stated that it was too stressful to deal with at the time, however if the landlord wants to claim for lost rental revenue the landlord has to show that she had attempted to re-rent the unit and was unable to do so.

I also deny the landlords claim for cleaning. Under the Residential Tenancy Act a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenant for the extra cleaning. In this case it is my decision that the landlords have not shown that the tenant failed to meet the "reasonable" standard of cleanliness required.

I also deny the landlords claim for damages, because at the time that the move-out inspection report was signed the landlord had not written anything in the box that states that there are damages to the rental unit for which the tenant was responsible. That box was filled in after the tenant vacated. The reason for the move-out inspection report is to ensure that both the landlord and tenant are aware of the condition when the tenant vacates, and if the landlord fails to do the report properly they cannot unilaterally add things later on. Further the landlord has supplied no invoices or independent estimates to show the cost of the alleged damages.

I will allow the landlords claim for recovery of the filing fee however, as I have allowed a substantial portion of this claim.

Conclusion

The total amount of the landlords claim that I have allowed \$1400.00, however since the tenant has already given the landlord written permission to keep the full security deposit of \$675.00 towards the July 2012 rent; I have issued a monetary order for the difference of \$725.00.

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: August 13, 2012.

Residential Tenancy Branch