



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNR, MNDC, FF

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

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request from monetary order in the amount of \$2773.00 and request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- The tenant failed to pay the May 2012 rent in the amount of \$1043.00.
- The tenant also failed to give the required one clear month Notice to End Tenancy and failed to notify landlord when she vacated.
- They did not know the tenant had vacated until June 5, 2012.
- They were not able to re-rent the unit in the month of June 2012 and therefore lost the full rental revenue of \$1043.00 for that month as well.
- The tenant also left damages to the rental unit as follows:
 - The screen door handle was broken off and the screen was torn.
 - The tenant left some furniture behind which had to be removed to the dump.
 - The carpets in the stairwell were left dirty and needed to be cleaned.

- The tenant also failed to clean the fireplace, the laundry tub, and under the fridge and stove.

They are therefore requesting an order as follows:

May 2012 rent outstanding	\$1043.00
Lost rental revenue for June 2012	\$1043.00
Broken screen door handle	\$12.00
Repair torn screen	\$10.00
Dump fees to remove couch and loveseat	\$50.00
Cleaning carpet in stairwell	\$40.00
Cleaning fireplace, laundry tub, under fridge and stove	\$75.00
Filing fee	\$50.00
Total	\$2323.00

The respondent testified that:

- She withheld the May 2012 rent, because the landlord's caused a beetle infestation and did not deal with the beetle infestation in a timely manner.
- She did not inform the landlord that she had moved out of the rental unit on May 24, 2012 nor did she return the keys, however she believes the landlords knew she was out of the rental unit.
- She did not give the required one month Notice to End Tenancy, however the landlord told her she did not need to.
- She did not break the screen door handle, it was an old door that slammed whenever it closed and it is likely it broke under normal use.
- The screen was not torn when she vacated.
- The couch and loveseat were in the rental unit when she moved in and therefore she left them behind when she vacated.
- She admits that she did not clean the carpet in the stairwell.
- She also admits that she did not clean the fireplace or the laundry tub.
- She did not clean under the fridge and stove however they were not on wheels and she was unable to move them out.

Analysis

It is my finding that the tenant did not have the right to withhold the rent for the month of May 2012. The landlord admits that there was a beetle problem caused when the rental unit was painted, however is my finding that the landlord dealt with the beetle problem in a timely manner. I therefore allow the landlords claim for May 2012 outstanding rent.

I also allow the landlords claim for June 2012 lost rental revenue, because the tenant did not inform the landlords when she vacated nor did she return the keys and therefore the landlords were unable to re-rent the unit for the month of June 2012.

I deny all the landlords claims for cleaning and repairs, because the landlord has not supplied any independent estimates, nor any receipts for the cleaning and repairs claimed.

I will however order recovery of the filing fee.

Therefore the total amount of the claim that I have allowed is as follows:

May 2012 rent outstanding	\$1043.00
Lost rental revenue for June 2012	\$1043.00
Filing fee	\$50.00
Total	\$2136.00

Conclusion

I have allowed \$2136.00 of the landlords claim and I therefore order that the landlord may retain the full security deposit of \$500.00, and have issued a monetary order in the amount of \$1636.00.

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 21, 2012.

Residential Tenancy Branch