



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*MNDC, MND, MNR, MNSD, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for loss of income, cost of cleaning and repair, unpaid rent, storage fees and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

The landlord served the notice of hearing on the tenant by registered mail to the address provided by the tenant. The landlord filed a tracking number and confirmed that the tenant had signed in acknowledgement of having received the package. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for loss of income, cost of cleaning and repair, unpaid rent, storage fees and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on June 01, 2012 for a fixed term of 3 months. The rent was \$800.00 due on the first of each month. The tenants paid a security deposit of \$400.00.

On July 29, 2012, the tenants informed the landlord that they intended to move out at the end of the fixed term. The rent cheque for August was returned for lack of funds. On August 17, 2012, the landlord served the tenants with a ten day notice to end tenancy for non payment of rent. The tenants did not dispute the notice, did not pay rent and moved out on August 31, 2012.

The tenant left behind some of his belongings and did not clean the unit prior to moving out. The landlord stated that he spent a full day cleaning the unit. The landlord advertised the availability of the unit but was unable to find a tenant for September.

The landlord stated that the condition of the unit deterred prospective tenants. A new tenant was found for October 01, 2012. The photographs filed by the landlord show some of the tenant's belongings, some boxes and garbage bags that were left behind. The photographs also indicate that the unit was not clean.

The landlord is claiming the following:

1.	Rent for August	\$800.00
3.	Loss of income	\$800.00
4.	Door lock	\$30.00
5.	Toilet pump	\$20.00
6.	Labour to fix toilet	\$150.00
7.	Replace window screen	\$50.00
8.	Storage	\$100.00
9.	Cleaning	\$500.00
10.	Scratches on the wall	\$20.00
11.	Filing fee	\$50.00
	Total	<b>\$2,550.00</b>

### **Analysis**

1. Rent for August - \$800.00
2. NF fee - \$30.00

The tenant's rent cheque was returned for lack of funds. The tenant did not pay rent for August and therefore I find that the landlord is entitled to \$800.00. A term in the addendum to the tenancy agreement requires the tenant to pay \$30.00 for a returned cheque. Therefore, I also find that the landlord is entitled to \$30.00.

3. Loss of income - \$800.00

Section 45(2) of the *Residential Tenancy Act* states that a tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that:

- (a) Is not earlier than one month after the date the landlord receives the notice
- (b) Is not earlier than the date specified in the tenancy agreement as the end of the tenancy and
- (c) Is the day before the day in the month on which the tenancy is based that rent is payable under the tenancy agreement.

The landlord stated that the unit remained vacant in September and a new tenant was found for October 01. Based on the testimony of the landlord, I find that the tenants gave the landlord adequate notice to end the tenancy. The landlord stated that the condition of the unit was the reason that he did not find a tenant for September.

Upon reviewing the photographs and based on the landlord's testimony, I find that the unit was cleaned by the landlord in one day. Accordingly, I find on a balance of probabilities that the reason for the unit remaining vacant for the month of September is likely not due to the condition of the unit as left by the tenant. Therefore I find that the landlord is not entitled to his claim for loss of income for September.

4. Door lock - \$30.00
5. Toilet Pump - \$20.00
6. Labour to fix pump - \$150.00
7. Replace window screen - \$50.0

The landlord did not file any evidence to support the above claims and therefore they are dismissed.

8. Storage - \$100.00 per month

The photographs filed by the landlord indicate that some items were left behind by the tenant. These items consist mostly of garbage in trash cans, two tied garbage bags and four cardboard boxes, two of which appear to be empty. Based on the photographs, I find that the items left behind do not warrant a storage fee of \$100.00 per month and therefore the landlord's claim is dismissed.

9. Cleaning -\$500.00

Based on the photographs, the size of the basement suite and the landlord's testimony, I find that the landlord's claim in the amount of \$500.00 is unreasonable. I further find it appropriate to award the landlord \$200.00 for the cost of his time spent cleaning the unit.

10. Scratches on the wall - \$20.00

The landlord filed photographs of damage to the wall and therefore is entitled to his claim of \$20.00 for repairs.

11. Filing fee - \$50.00

The landlord has proven his case, and is therefore entitled to the recovery of the filing fee.

Overall the landlord has established a claim as follows:

1.	Rent for August	\$800.00
3.	Loss of income	\$0.00
4.	Door lock	\$00.00
5.	Toilet pump	\$00.00
6.	Labour to fix toilet	\$0.00
7.	Replace window screen	\$0.00
8.	Storage	\$0.00
9.	Cleaning	\$200.00
10.	Scratches on the wall	\$20.00
11.	Filing fee	\$50.00
	Total	<b>\$1,100.00</b>

I order that the landlord retain the security deposit of \$400.00 plus accrued interest of \$0.00 and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$700.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

The landlord may retain the security deposit. I grant the landlord a monetary order in the amount of **\$700.00**.

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: October 04, 2012.

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Residential Tenancy Branch