



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNR, MNSD, FF*

### **Introduction,**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for unpaid rent, loss of income, cost of cleaning and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent, loss of income, cleaning and the filing fee?

### **Background and Evidence**

The tenancy started on December 15, 2011 for a fixed term of six months, with an end date of June 15, 2012. According to the tenancy agreement at the end of the fixed term, the tenancy would continue on a month to month basis. The option that the tenant must move out at the end of the fixed term was also initialled by both parties. The tenant understood that he had to move out on June 15 and did not have to give the landlord any notice to end the tenancy.

Rent was \$1,200.00 due on the fifteenth day of each month. Prior to moving in the tenant paid a security deposit of \$600.00. The tenant moved out on June 01, 2012.

The landlord stated that the tenant's rent cheque that was due on May 15 was returned for insufficient funds on or about May 27. The landlord filed a copy of the returned cheque. The landlord testified that he called the tenant to find out when he would be paying rent to replace the returned cheque. Both parties had different versions of this conversation and how notice to end tenancy was given to the landlord.

The landlord stated that he called the tenant on May 27 to discuss the returned cheque and that is when the tenant informed him that he would be moving out. The tenant stated that he spoke with the landlord on May 15, to inform him that his cheque would not be honoured and it is during this conversation that the tenant informed the landlord that the tenancy was ending on June 01, 2012.

The tenant stated that he did not give the landlord written notice to end tenancy because according to the tenancy agreement, he had initialled the box that stated that he must move out at the end of the fixed term.

The landlord stated that he did not know that the tenant had moved out until he visited the rental unit around June 15, 2012 and found that the unit was left in an unacceptable condition and smelled of pet urine and spray. The landlord was not sure of when he started advertising the availability of the unit. A new tenant was found for July 15.

The landlord is claiming unpaid rent for the period of May 15 to June 15 and loss of income for June 15 to July 15 for a total of \$2,400.00.

The landlord is also claiming the cost of cleaning and disposal of the tenant's belongings and has filed an invoice to support his claim. The tenant agreed that he had left behind some furniture and that he did have a dog and a cat as pets. The landlord also filed a letter from a realtor who confirmed that at the end of the tenancy, the pet odour inside the unit was overwhelming and the unit was left in a dirty condition.

The landlord is claiming the following:

1.	Unpaid rent for May 15 - June 15	\$1,200.00
3.	Cleaning	\$400.00
4.	Filing fee	\$50.00
	Total	<b>\$2,850.00</b>

### **Analysis**

1. Unpaid rent for May 15 – June 15 - \$1,200.00

The tenant agreed that his rent cheque was returned for insufficient funds. Therefore the landlord is entitled to his claim for rent for May 15 – June 15.

2. Loss of income for June 15- July 15 - \$1,200.00

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the testimony of both parties, I find that the landlord was notified about the tenant's intention to end the tenancy around May 27 if not before. The tenant moved

out on June 01. The landlord was unable to testify about his efforts to find a new tenant. He was not sure of the dates that he advertised the availability of the rental unit.

Section 7 of the *Residential Tenancy Act* states that a landlord who claims compensation for loss that results from the tenant's non –compliance with the *Act*, the regulations or their tenancy agreement must do whatever is reasonable to minimize the loss.

In this case, I find that the tenancy agreement did not provide clear direction regarding the end of tenancy. However even if I find that the tenant did not give adequate notice to end the tenancy, I also find that the landlord did not start looking for a tenant as soon as he found out that the tenancy was ending. Therefore pursuant to section 7, I find that the landlord is not entitled to his claim for loss of income.

3. Cleaning - \$400

Based on the oral testimony of both parties and documentary evidence filed by the landlord, I find that the rental unit needed to be rid of pet odours and the items of furniture left behind by the tenant. Therefore the landlord is entitled to his claim of \$400.00.

4. 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 for:

1.	Unpaid rent for May 15 - June 15	\$1,200.00
3.	Cleaning	\$400.00
4.	Filing fee	\$50.00
	Total	<b>\$1,650.00</b>

I order that the landlord retain the deposit of \$600.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,050.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the landlord a monetary order in the amount of **\$1,050.00**.

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 16, 2012.

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Residential Tenancy Branch