



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNSD

Introduction

A substantial amount of documentary 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 an application for a monetary order for \$10,449.44 for lost rental revenue, cleaning costs, advertising costs, and recovery of the filing fee.

Background and Evidence

The applicants testified that:

- This tenancy began April 1, 2010 for a fixed term of one year ending March 30, 2011.
- The monthly rent was set at \$1595.00, and a security deposit of \$798.00 was collected on March 31, 2010.

- The tenants broke the fixed term tenancy agreement and vacated on September 30, 2010.
- They attempted to re-rent the unit; however they were unable to do so, even though they did ongoing advertising, and as a result they lost the full rental revenue for the months of October 2010 through March 2011, for a total of \$9570.00.
- They also paid a total of \$181.44 to run advertisements in the newspaper.
- The tenants also left the rental unit in need of four hours further cleaning.

The applicants are therefore requesting an order as follows:

6 months lost rental revenue	\$9570.00
Retain security deposit for lost revenue and cleaning costs	\$798.00
Cost of advertising	\$181.44
Filing fee	\$100.00
Total	\$10,649.44

The tenants however had paid \$200.00 for two sets of keys and key fops, and therefore after deducting off the \$200.00, they're asking for an order for \$10,449.44.

The tenants testified that:

- They believe the landlord did not properly mitigate the loss.
- They, the tenants, found a person to rent the unit and submitted the application to the landlords, however the landlords delayed the review of that application and as a result the applicants backed out, fearing that they would not have a rental unit on time.
- Further although the landlords are arguing that one of the tenants applications was not suitable or was incomplete, they have blacked out the majority of the information on that form, and therefore there's no way of knowing whether the portions of the application that were not answered were even relevant.

- They also don't believe that the landlord did a reasonable amount of advertising. They only advertise twice in the newspaper, and only in October 2012. Also the craigslist ads supplied by the landlord's state that the posting has expired from craigslist, and therefore it's not clear to them whether not the landlords actually advertised a reasonable amount on craigslist.
- The vacancy rate was extremely low at this time and therefore they find it hard to believe that the landlords were unable to find a renter in six months.
- As for the cleanliness of the rental unit, they left the rental unit in a very clean condition, they even cleaned the carpets and there is no reason for the landlord to be charging them for further cleaning.
- Also the landlord should be deducting the security deposit off the claim, not adding it on.
- Further the landlords have supplied no evidence of having paid any money for advertising in the Vancouver Sun.
- They believe this full claim should be dismissed.

In response to the tenant's testimony the landlords testified that:

- They did not accept the tenants that were found by the respondents because one of the applicants did not provide the information required on the tenancy application form. They had asked for previous address and previous employer both of which they believe to be important information, and the applicant did not provide that information. The only reason areas of the application are blacked out on the evidence provided to this hearing, is to ensure the privacy of the parties would filed the application for tenancy.
- They believe they did do ample advertising. They only advertise in the newspaper twice because it is very expensive, and they got no response from those ads. They therefore advertise on craigslist on an ongoing basis, and they also posted ads in numerous buildings. They don't know why the craigslist ads

state that that the posting has expired, however they assume it's because they printed copies of the ads after the ads had already expired; the ads however certainly were posted.

- They at one time thought they did have tenants for the month of December 2010, however those tenants refused to sign the one-year lease that was offered to them, stating they were not interested in signing a lease.
- The tenants did do cleaning of the rental unit, however it was not sufficiently clean and required another four hours of cleaning.

Analysis

It is my decision that I will only allow a portion of the applicants claim for lost rental revenue.

I accept the landlords testimony that the reason the application for tenancy submitted by the respondents was rejected was due to an incomplete application, and it is my finding that the applicants have shown that they did attempt to mitigate the loss by attempting to re-rent the unit through advertising, however there is a period of time for which they have provided no evidence of having advertise the unit.

The applicants have provided sufficient evidence that I'm convinced that they ran advertisements for the unit through the months of October 2010 in November 2010, however there is no evidence to show that any advertisements were run in the months of December 2010, January 2011, or February 2011.

A witness has provided a letter in which he states that he posted ads every 3 to 4 days starting in December; however there has been no evidence provided of those ads.

Is my decision therefore that I will only allow for lost revenue for the months of October 2010, November 2010, in December 2010, as those are the months for which the unit

may have been rented from ads posted in the months of October 2010 in November 2010.

I will not allow the 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 tenants for the extra cleaning. In this case it is my decision that the landlords have not shown that the tenants failed to meet the "reasonable" standard of cleanliness required.

I also deny the claim or advertising costs, because the applicants have provided no evidence of those costs.

I will only allow for recovery of one half the filing fee, as I've only allowed less than one half the amount claimed by the landlords.

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

Lost rental revenue for October 2010	\$1595.00
Lost rental revenue for November 2010	\$1595.00
Lost rental revenue for December 2010	\$1595.00
Filing fee	\$50.00
Total	\$4835.00

Conclusion

I have allowed \$4835.00 of the claim and I therefore order that the landlords may retain the full security and key deposits totaling \$998.00, and I've issued a monetary order in the amount of \$3837.00.

The remainder of this claim is dismissed without leave to reapply.

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: January 23, 2013

Residential Tenancy Branch

