



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing the landlord to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing via registered mail sent on October 12, 2012, the tenants did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on July 1, 2011 at which time the tenants paid a \$435.00 security deposit and a \$50.00 key deposit. On or about August 3, 2012, the tenants submitted to the landlord a notice that they would be ending the tenancy effective August 31, 2012. The tenants signed an acknowledgement that their notice was given late and that they may be responsible for rent for the month of September.

The tenants moved most of their belongings out of the unit in mid-September and repeatedly told the landlord that they would return to the rental unit to clean it. After repeated requests, the landlords arranged a move-out inspection on October 2, 2012 which the tenants did not attend.

The landlord testified that the tenants did not clean the rental unit at all and claim for the cost of 10 hours of cleaning at a rate of \$25.00 per hour for a total of \$250.00. The landlord provided photographs showing the condition of the rental unit at the end of the tenancy.

The landlord testified that the tenants put holes in 2 closet doors which required repair. The landlord seeks to recover \$125.00 in repair costs for each of the doors.

The landlord testified that the tenants significantly damaged 2 sets of blinds in the unit, one in the living room and one in the kitchen, and seeks to recover \$100.00 as the cost of replacing those blinds.

The landlord testified that the tenants failed to return the keys to the unit, resulting in a \$160.00 charge for rekeying the locks.

The landlord testified that although the rental unit was advertised continuously throughout August, September and October, prospective tenants who viewed the unit while the tenants were still residing therein were put off by the unclean condition of the unit. The landlord testified that she advertised through signage placed at the building, online on several websites and in print media. The landlord seeks to recover lost income for the months of September and October.

The landlord seeks to recover the \$50.00 filing fee paid to bring her application.

Analysis

I accept the landlord's undisputed testimony and I find that the tenants failed to adequately clean the rental unit, that they caused damage to the closet doors and the blinds and that they failed to return the keys at the end of the tenancy. I further find that the tenants did not give adequate notice to end their tenancy on August 31. I find that the landlord acted reasonably to mitigate her losses for the month of September by advertising the rental unit and showing it to prospective tenants. However, I find that the tenants cannot be held liable for lost income for the month of October. The email exchanges between the parties show that by mid-September, the landlord was well aware that the tenants had substantially vacated the unit. While the landlord showed some flexibility in delaying the inspection of the unit and subsequent cleaning and repairs, the landlord did not at any time indicate to the tenants that this flexibility may result in the tenants being held accountable for another month's rent. As the landlords have not yet rented the unit, I am not satisfied that the vacancy can be directly related to the tenants' actions and therefore I dismiss the claim for loss of income for October.

In summary, the landlord is successful in the following claims:

Cleaning	\$ 250.00
Closet door repair	\$ 250.00
Blind replacement	\$ 100.00
Lock replacement	\$ 160.00
September loss of income	\$ 870.00
Filing fee	\$ 50.00
Total:	\$1,680.00

Conclusion

The landlord has been awarded \$1,680.00. I order the landlord to retain the \$435.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance of \$1,245.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

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 07, 2013

Residential Tenancy Branch