



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rancho Management Services B.C. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MND, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss and recovery of the filing fee.

Both parties attended the hearing conference call and gave testimony. As both parties have attended the hearing and have confirmed receipt of the notice of hearing package, I am satisfied that both parties have been properly served.

During the hearing, the both parties clarified that the Tenant's name be amended to display the correct name. The Landlord also withdrew her request for recovery of the \$200.00 strata fine. No further action is required for this portion of the claim.

Both parties also clarified that the Tenant's Agent would accept delivery of mail for the Tenant as per the listed mailing address on the application.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Background and Evidence

Both parties agreed that the Tenant was served with an order of possession granted on January 31, 2013. The Tenant vacated the rental unit on February 1, 2013. The rental unit was discovered dirty and uninhabitable. The Tenant's Public Guardian requested and picked up the keys to the rental unit to clean it on March 8, 2013 and returned them on March 28, 2013. The Tenant's Agent states that the Landlord had possession of the rental unit as of February 1, 2013 and did not try to mitigate any losses by cleaning up the rental unit on their own. The Landlord disputes this stating that she was in contact

with the Tenant's Public Guardian on February 2, 2013 who arranged to have a cleaning company attend to the rental unit, but that they did not attend until March 8, 2013 to start the cleaning and finished on March 28, 2013 when they returned the keys. The Landlord stressed that it took a professional company atleast 3 weeks to clean the rental unit. The Landlord seeks the loss of rental income for 2 months of \$1,350.00 because the unit was not rentable.

Analysis

On a balance of probabilities, I prefer evidence of the Landlord over that of the Tenant. I find that the rental unit was left dirty and uninhabitable as per the undisputed testimony of both parties and that it took a professional cleaning company 3 weeks to clean it. I find that the Landlord made reasonable efforts to mitigate any losses by arranging with the Public Guardian to have the unit cleaned on February 2, 2013. The Landlord has established a claim for \$1,350.00 for the loss of rental income. The Landlord is also entitled to recovery of the \$50.00 filing fee. The Landlord is granted a monetary order for \$1,400.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$1,400.00.

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 08, 2013

Residential Tenancy Branch

