



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNR, MNSD, MNDC, 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 for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her 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 loss of income for June, cost of cleaning and for the filing fee?

Background and Evidence

The tenancy started on May 28, 2012. The monthly rent was \$700.00 per month payable on the first of the month and did not include utilities. Prior to moving in the tenant paid a security deposit of \$300.00 and a pet deposit of \$100.00.

On May 18, 2013, the tenant gave the landlord notice to end the tenancy effective May 30, 2013. The landlord stated that the tenant had a large dog that caused a great deal of damage to the yard and the house. In addition, the landlord added that the tenant kept the rental unit very messy and was not in a condition to show to prospective tenants, just prior to the tenant moving out.

The landlord filed pictures of the rental unit as the tenant left it. The tenant agreed that he had not completely cleaned the rental unit prior to moving out. He also agreed that his dog had dug holes in the yard. He stated that he had attempted to fill them and sow grass seed. The landlord stated that the yard was in such a poor condition that her feet sank into the mud as she walked.

The landlord stated that along with her family members, she spent 49 hours fixing the yard and cleaning the rental unit. The landlord is claiming \$980.00 for this work. The landlord stated that after the rental unit was cleaned and the yard fixed, she was able to find a tenant for July 01, thereby incurring a loss of income for June. The landlord is claiming \$700.00 for this loss and is also claiming \$50.00 for the filing fee.

Analysis

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 accept the landlord's evidence in respect of the claim. In this case the tenant did not give the landlord adequate notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of June.

The tenant left the unit and yard in a condition that required extensive cleaning and repair. The landlord needed to restore the unit to a condition in which it could be re-rented and therefore was unable to find a tenant for June. Accordingly, I find that the landlord is entitled to **\$700.00**, for the loss of income that she suffered in June.

Based on the photographs and the testimony of both parties, I find that the tenant is responsible for the cost of cleaning in the amount of **\$980.00**. The landlord has proven her claim and is entitled to the filing fee of **\$50.00**.

Overall the landlord has established a claim of \$1,730.00. I order that the landlord retain the security and pet deposits of \$400.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,330.00. 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 **\$1,330.00**.

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: September 18, 2013

Residential Tenancy Branch