



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNR MNDC FF

### Introduction

This hearing dealt with an application by the landlord for monetary compensation. Both the landlord and the tenant participated in the conference call hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began in March or April 2011. Rent in the amount of \$850 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$425. The landlord and the tenant carried out a move-in inspection and completed the condition inspection report on March 21, 2013. On or about June 8, 2013 the tenant gave the landlord verbal notice that she would be vacating the rental unit. The landlord and the tenant carried out a move-out inspection on July 3, 2013. The tenant indicated on the condition inspection report that she disagreed with the landlord's assessment of the condition of the rental unit.

The landlord has claimed the following amounts:

- 1) \$850 lost revenue for July 2013 – the landlord stated that as soon as the tenant gave verbal notice on June 8, 2013, the landlord began advertising to rent the

unit; the landlord only received one call, and that person was not willing to sign a lease. The landlord then decided to put the house up for sale;

- 2) \$400 for 16 hours of cleaning at \$25 per hour – the landlord stated that a lot of cleaning had to be done after the tenant moved out, including cleaning light fixtures, drapes, the fireplace, behind the fridge and stove, and the walls, which smelled like cigarette smoke;
- 3) \$76.70 for missing pantry door
- 4) \$136.42 to replace all damaged screens – the landlord provided photographs of damaged window screens, and stated that cutting through screens is not normal wear and tear;
- 5) \$16.35 for replacement of light bulbs
- 6) \$3.56 for key replacement
- 7) \$60 estimated cost to replace 2 damaged blinds – the landlord provided photographs of damaged blinds;
- 8) \$5.00 for garbage disposal – the landlord submitted a receipt for garbage disposal.

The tenant's response was as follows. The tenant stated that the landlord put the house back on the market as soon as the tenant gave notice, and this is what prevented the landlord from successfully re-renting the unit. The tenant stated that she washed all of the walls. The tenant acknowledged that she did not replace burnt-out light bulbs, and she did not pull out the fridge or stove. The tenant stated that the house was quite old, and as a result the pantry door frequently fell off; the tenant moved the pantry door to the garage and then later the pantry door was accidentally thrown out. The tenant stated that the kitchen blinds casing popped off and the whole blind came off; additionally, the blinds were bleached by the sun.

### Analysis

Upon consideration of the evidence, I find as follows.

- Lost revenue for July 2013 – I accept the landlord's testimony that she began advertising the unit to re-rent as soon as the tenant gave the landlord verbal notice. However, the landlord did not specify when she decided to stop advertising to rent and instead only attempt to sell the house. I therefore find that the landlord is entitled to half of the lost revenue for July 2013, in the amount of \$425.
- Cleaning – the photographs clearly show that the unit required some cleaning. However, it is not a tenant's responsibility to pull out large appliances such as a fridge or oven to clean behind and beneath, unless the appliance is on rollers or otherwise easy to move. I therefore deduct two hours of cleaning from the landlord's

claim. I also find that as the landlord did the cleaning herself, it is not reasonable for the landlord to charge \$25 per hour for cleaning. I find a rate of \$15 per hour for a non-professional cleaner is reasonable. I therefore grant the landlord \$210 for cleaning.

- Missing pantry door, damaged screens and blinds – the landlord did not provide the age of these items to take into account depreciation, and I therefore dismiss these portions of the landlord's claim.
- Light bulbs – the tenant is responsible for replacing any burnt-out light bulbs, and I therefore grant this portion of the landlord's claim (\$16.35).
- Key replacement and garbage disposal – the tenant did not dispute these portions of the landlord's claim, and I grant the landlord these amounts (\$8.56).

As the landlord's claim was partly successful, I find she is also entitled to recovery of the \$50 filing fee for the cost of the application.

### Conclusion

The landlord is entitled to \$659.91. I order that the landlord retain the security deposit of \$425 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$234.91. This order may be filed in the Small Claims 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: October 25, 2013

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Residential Tenancy Branch

