



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD FF O

This hearing convened pursuant to an application by the landlord to retain the security deposit. The hearing first convened on August 22, 2013. The landlord and the tenant both participated in the teleconference hearing. On that date, I informed the parties that as the matter of the security deposit had already been determined, it was not open to me to consider that issue. Based on the details of the landlord's application, I amended the application to indicate the landlord was applying for monetary compensation, not an order to retain the security deposit. I ordered the landlord to complete a monetary order worksheet, and to submit that document as evidence as well as serve it on the tenant, and I adjourned the hearing.

The hearing reconvened on October ~~22~~ **10**, 2013. On that date, the landlord stated that he had not completed and filed a monetary order worksheet, but he explained the items he was claiming, which were contained in his evidence, and he was limiting his claim to \$525, the amount of the security deposit. I determined that the tenant was made sufficiently aware of the basis for the landlord's claim, and I proceeded with the hearing.

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 landlord stated that the tenant moved out of the rental unit on April 30, ~~2013~~ **2012**, and she did not stay to participate in the move-out inspection. The landlord stated that three people informed him that the rental unit was "absolutely disgusting," and therefore the landlord had to have the unit cleaned before the new tenant could move in. The new tenant could not move in until 5 days after the start of her tenancy, so the landlord

reduced the new tenant's rent by \$173. The landlord has provided a receipt for \$403.20 for cleaning, and he stated that with the amount claimed for the lost revenue, the total exceeds \$525, but he wishes to limit his claim to \$525.

The tenant's response was as follows. The tenant stated that she left the unit on April 30, ~~2013~~ **2012**, and she had hired someone to clean the unit. She stated that she did not hear about the condition of the unit until 10 days later. The tenant questioned why the cleaning invoice shows that the date of service was May 5, ~~2013~~ **2012**, and whether this was before or after the new tenant moved in.

### Analysis

Upon consideration of the evidence, I find that the landlord is not entitled to any portion of his monetary claim. The landlord himself did not inspect the unit, and he did not provide photographic, testimonial or other specific evidence to establish that the unit required extensive cleaning. The landlord did not provide sufficient evidence to establish that the cleaning could not be done sooner, and that the new tenant could not therefore have moved in sooner. As the landlord has not provided sufficient evidence to support his claim, I dismiss the claim in full.

As the landlord's claim was not successful, he is not entitled to recovery of the filing fee for the cost of his application.

### Conclusion

The landlord's application is dismissed.

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

**Corrected: December 2, 2013**

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Residential Tenancy Branch