



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      mnr, mnsd, mndc, ff

### **Introduction:**

The landlord applies for dispute resolution, and requests a monetary order for loss of rental income, cleaning costs, and an order to retain the tenant's deposit.

The tenant failed to attend the hearing. I accept that the tenant was personally served with notice of this hearing.

### **Issues to be decided:**

Is the landlord entitled to an award for recovery of the claimed losses and costs, and if so, should the deposit be applied towards such award?

### **Background and Evidence:**

1. The parties signed a written tenancy agreement for a fixed term tenancy, beginning February 11, 2013, and ending on February 10, 2014.
2. Monthly rent of \$3,300.00 was payable on the 11<sup>th</sup> day of each month.
3. A security deposit was paid at the start of the tenancy, in the sum of \$1,650.00.
4. The tenant's rent for April, 2013 failed to clear, and the landlord received no further rent. On May 18, 2013, the landlord found the premises abandoned.
5. The premises were left by the tenant in need of significant cleaning, and the landlord hired a cleaner. He paid her \$550.00 for the cleaning.
6. The landlord re-rented the premises in November. He seeks some of his lost rent (4 months) and a portion of the cleaning cost (\$350.00) from the tenant.

### **Analysis:**

During a fixed term tenancy, neither the landlord nor the tenant may end the tenancy except for cause or by agreement of both parties. The tenancy ended when the landlord recovered possession of the premises on May 18, 2013, and was due to the abandonment of the premises by the tenant. The landlord has suffered a significant loss of rental income, from April 11, 2013 until November 22, 2013. While a landlord must make effort to minimize such loss, I accept that it is difficult to find tenants in Whistler outside the skiing season. Certainly the claim for 4 months of lost rental income is reasonable and is justified. The tenant is liable for this loss, as she was obligated under the fixed term tenancy to continue to pay rent during this period.

Tenants must maintain "ordinary health, cleanliness and sanitary standards" throughout the premises and property. Tenants are generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. In this case, I accept that the landlord was required to hire a cleaner to do significant cleaning after the tenant abandoned the premises. the landlord seeks to recover \$350.00 of the \$550.00 cleaning costs he paid, a sum which is awarded.

In summary, the landlord's claim is awarded in full. He is entitled to recover 4 months lost rental income, or \$13,200.00, together with cleaning costs of \$350.00. He is also awarded recovery of his \$50.00 filing fee. The total awarded to the landlord, and payable by the tenant, is \$13,600.00.

The landlord may retain the \$1,650.00 security deposit, in partial satisfaction of this sum.

**Conclusion:**

I order pursuant to section 38(1) that the full amount of the security deposit of \$1,650.00 be retained, in partial satisfaction of the monetary award noted above.

I further order that the tenant pay the sum of \$11,950.00 to the landlord, representing the remaining sum owed by the tenant to the landlord.

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: December 17, 2013

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Residential Tenancy Branch

