



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EY Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This matter dealt with an application by the landlord for a Monetary Order for compensation for loss of revenue, and cleaning expenses to the rental unit, to recover the filing fee for this proceeding and to keep the tenant's security and key deposit in partial payment of those amounts. Only the landlord's agent attended.

Issues(s) to be Decided

Is the Landlord entitled to compensation for cleaning and loss of revenue and if so, how much?

Background and Evidence

The landlord's agent A.O. testified that the dispute resolution package was sent by registered mail to the tenant on December 13, 2013. I confirmed on Canada Post's web site that the tenant signed for the package on December 16, 2013. I therefore find that the tenant was sufficiently served in accordance with the Act on December 16, 2013

Based upon the evidence of A.O. I find that this month-to-month tenancy started on June 15, 2011 and ended on November 30, 2013 when the tenant moved out with only notice of one prior day. Rent was \$ 860.00 plus \$ 20.00 for storage per month payable in advance on the 1st day of each month. The tenant paid a security deposit of \$ 430.00 and key deposit of \$ 25.00 at the beginning of the tenancy.

A.O. testified that the tenant moved out with one day's notice and the landlord lost and is therefore claiming the sum of \$ 880.00 as loss of revenue for rent and storage for

December 2013.

A.O. supplied pictures, a move out inspection report and invoices all documenting the following expenses:

Suite cleaning (10 hours 100.00 per hour)	\$ 250.00
Carpet cleaning	\$ 100.00
Drape cleaning	\$ 72.60
Disposal of furniture	<u>\$ 60.00</u>
<u>Total:</u>	<u>\$ 1,362.60</u>

The landlord applied a laundry card credit of \$ 16.70 to the total, for a net claim of \$ 1,345.90.

Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

I find based upon the evidence of the landlord and in absence of any evidence from the tenant that the landlord incurred a loss of revenue directly as a result of the tenant's failure to give proper notice and that all of the other items claimed by the landlord are beyond wear and tear and are reasonably incurred. I find that the landlord has proven a claim totalling \$ 1,362.60 less the laundry deposit for a total of \$ 1,345.90. As the landlord has been successful in this matter, I find pursuant to s. 72 of the Act that they are also entitled to recover the \$50.00 filing fee for this proceeding. I order the landlord pursuant to s. 38(4) of the Act to retain the tenant's security deposit inclusive of interest amounting to \$ 430.00 less the key deposit of \$ 25.00 in partial payment of the rent arrears. The landlord will receive a Monetary Order for the balance owing of \$ 940.90.

Conclusion

In summary I ordered that the respondent pay to the applicant the sum of \$ 1,345.90 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of

\$ 1,395.90. I order that the landlord retain the security and key deposit amounting to \$ 455.00 inclusive of interest. I grant the landlord a Monetary Order in the amount of **\$ 940.90** and a copy of it must be served on the tenant. If the amount is not paid the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: February 18, 2014

Residential Tenancy Branch

