



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Waterscapes Homes LP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MND, MNR

Introduction

This is an application for a Monetary Order for \$6600.00, and a request for recovery of the \$100.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the applicant established a monetary claim for \$6600.00?

Background and Evidence

The applicant testified that:

- This tenancy began on July 6, 2013 with the monthly rent of \$1600.00.
- This was a fixed term tenancy with an expiry date of July 31, 2014.
- The tenant had fallen behind on the rent and therefore the November 2013 a 10 day Notice to End Tenancy was served on the tenant.
- The tenant vacated the rental unit on December 3, 2013 and although they advertised the unit for rent they were unable to find a new tenant until February 1, 2014.

- The tenant also left the rental unit in need of cleaning, carpet cleaning, and left damages to the carpet, and the walls.

They are therefore requesting a Monetary Order as follows:

October 2013 rent outstanding	\$800.00
November 2013 rent outstanding	\$1600.00
NSF bank charges \$30.00 X 2	\$60.00
Lost rental revenue for December 2013	\$1600.00
Lost rental revenue for January 2014	\$1600.00
Cleaning	\$136.00
Carpet cleaning	\$173.25
Carpet damage estimate	\$500.00
Wall repair and repaint	\$150.00
Filing fee	\$100.00
Total	\$6719.25

The respondent testified that:

- he does not dispute the following portions of the claim:

October 2013 rent outstanding	\$800.00
November 2013 rent outstanding	\$1600.00
NSF bank charges \$30.00 X 2	\$60.00
Cleaning	\$136.00
Carpet cleaning	\$173.25
Wall repair and repaint	\$150.00
Total	\$2919.25

- He does dispute the claim for lost rental revenue for the months of December 2013, in January 2014; because he was given a 10 Day Notice to End Tenancy in November 2013 and he complied with that notice vacating the rental unit on November 29, 2013.
- Also this rental property was advertised as ideal for young professionals, however it turned out that the rental property was full of partiers who were very loud at all hours of the night and were frequently smoking cannabis.
- He wanted out of this tenancy however he felt he had no choice because of the lease which stated he must pay \$3200.00 if he wanted to leave the lease early.
- He also disputes the claim for carpet cleaning as the carpet only had normal wear and tear and he sees no reason why carpet cleaning would not return the carpet to its original state.

In response to the tenant's testimony the landlord testified that:

- They never received any complaints from the tenant about noise or cannabis at the rental property.
- The reason this tenancy ended was because the tenant breached the tenancy agreement by failing to pay the rent

Analysis

As stated above, the tenant does not dispute the following portions of the claim.

October 2013 rent outstanding	\$800.00
November 2013 rent outstanding	\$1600.00
NSF bank charges \$30.00 X 2	\$60.00
Cleaning	\$136.00
Carpet cleaning	\$173.25
Wall repair and repaint	\$150.00
Total	\$2919.25

I therefore allow the above portions of the landlords claim.

I also allow the landlords claim for lost rental revenue for the months of December 2013, and November 2014 because the tenant signed a fixed term tenancy agreement with an end of tenancy date of July 31, 2014 and therefore the tenant is liable for any lost rental revenue that resulted from the tenants breaching the tenancy agreement by failing to pay rent.

The tenants claim that he wanted out of the rental agreement due to noisy tenants and cannabis smoking is irrelevant to today's claim as he has provided no evidence that he ever filed any complaints with the landlord.

I accept that the landlord attempted to re-rent the unit and was unable to do so until February 1, 2014.

I will not however allow the landlords claim for carpet damage is the landlord has provided insufficient evidence to show that this carpet has been permanently damaged.

I will allow recovery of the \$100.00 filing fee however as the applicant has established the majority of the claim.

Conclusion

I have allowed \$6119.25 of the applicants claim and have issued a Monetary Order in that amount.

The remainder of the applicants claim is dismissed without leave to reapply.

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: March 31, 2014

Residential Tenancy Branch

