



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement. The landlord and the tenants participated in the teleconference 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. Both parties were given full opportunity to give testimony and present their 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 on September 1, 2013 as a fixed-term tenancy to end on August 31, 2014. Rent in the amount of \$1425 was payable in advance on the first day of each month. The landlord did not do a move-in inspection or complete a condition inspection report with the tenants.

The tenancy ended on September 30, 2014. The landlord did not do a move-out inspection or complete a condition inspection report with the tenants. On September 30, 2014 the landlord entered into a new tenancy agreement with new tenants, who resided in the unit from October 1, 2014 to mid-December 2013. The landlord then was unable to re-rent the unit again until March 1, 2014.

The landlord stated that when the tenants moved out they left the unit dirty, and the landlord had to pay \$120 for two cleaners at \$60 per hour for two hours of cleaning the unit.

The landlord has claimed lost revenue of \$1425 for one month, and \$120 for cleaning.

The tenants' response to the landlord's claim was as follows. The tenants cannot be held responsible for lost revenue, because there was no lost revenue between the time their tenancy ended and the new tenancy began. In regard to the landlord's claim for cleaning costs, the tenants stated that they asked the landlord for a move-out inspection but the landlord just left. Because the landlord did not do a move-out inspection with the tenants, and the new tenants moved in immediately afterward, the landlord cannot prove that the mess was not made by the new tenants.

Analysis

I find that the landlord is not entitled to monetary compensation.

The landlord cannot hold the original tenants responsible for lost revenue incurred after the landlord has re-rented the unit. The tenants' obligation to pay lost revenue ended at the time that the landlord entered into a new tenancy agreement with a new tenant. The landlord entered into a new tenancy agreement with a new tenant immediately after the tenants vacated, and the landlord therefore did not suffer any lost revenue at that time. Any losses incurred after the subsequent tenancy ended would be the obligation of the subsequent tenant.

The landlord did not provide any details of the cleaning that was done, and could not establish that the mess was made by the vacating tenants.

As the landlord has failed to prove their claim, they are not entitled to recovery of the filing fee for the cost of this 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: July 15, 2014

Residential Tenancy Branch

