



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDC RPP FF O

Introduction

This hearing dealt with monetary applications by the landlord and the tenant. Both the landlord and the tenant 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?

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

On April 11, 2014 the landlord and the tenant signed a tenancy agreement for a one-year fixed-term tenancy to commence on April 20, 2014. On that date, the tenant paid the landlord a security deposit of \$550. Monthly rent, payable in advance on the first day of each month, was to be \$1150. On April 17, 2014 the landlord and the tenant met at the rental unit, the landlord gave the tenant the key, and the tenant paid the landlord \$1150 for May 2014 rent.

From April 19 to 22, 2014 the landlord and the tenant had several communications regarding whether the unit was clean enough, whether the landlord was going to pay for cleaning and whether the tenancy would continue. On April 22, 2014 the tenant returned the key to the landlord.

Landlord's Evidence

The landlord claimed \$2300 in compensation for two months of lost revenue.

The landlord stated that on April 17, 2014 she and the tenant did an informal walk-through of the unit, it was completely clean, and the tenant was "super excited to move in." The landlord stated that when the tenant called her on April 19, 2014 to say she wanted to end the contract, the landlord immediately reposted the unit for rent. The landlord stated that she continued to advertise the unit throughout the summer for immediate re-rent, but she did not get a new tenant until September 1, 2014.

Tenant's Evidence

The tenant claimed recovery of the \$550 security deposit and \$1150 that she paid the landlord for her first month's rent.

The tenant stated that she and the landlord had a very quick walk-through on April 17, 2014, and the unit "looked okay for a quick look." The tenant stated that when she went back the next day she saw that the unit was very unclean. The tenant stated that when she called the landlord on April 19, 2014 the landlord was unwilling to clean the unit and told the tenant that the contract was "void." The tenant stated that she never had any use of the unit, and she never moved in.

Analysis

I find that the landlord is entitled to lost revenue for May 2014. The tenant signed the tenancy agreement and was responsible for payment of rent. If the tenant was not satisfied with the cleanliness of the unit she ought to have made a written request for the landlord to have the unit cleaned and applied for dispute resolution if the landlord failed to provide the unit in a clean condition. Instead the tenant decided to end the tenancy. I accept the landlord's evidence that she immediately began advertising the unit for re-rent.

I find that the landlord is not entitled to lost revenue for subsequent months, as she did not provide sufficient evidence that she took reasonable steps to re-rent the unit sooner than September 2014.

The tenant is entitled to recovery of her security deposit.

Filing Fees

As both applications were only partially successful, I decline to award either party recovery of their filing fees.

Conclusion

The landlord is entitled to \$1150, which she has already received from the tenant. The tenant is entitled to recovery of her security deposit, and I therefore grant the tenant an order under section 67 for the amount due of \$550. This order may be filed in the Small Claims Court 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: September 25, 2014

Residential Tenancy Branch

