



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord for a monetary order. Both parties participated in the conference call hearing, the tenants both represented by X.C.

The parties were in a previous dispute resolution on September 23, 2013. In a decision issued October 11, 2013, the tenants were awarded double their security deposit. As the security deposit issue has already been adjudicated, I dismiss the landlord's claim against the security deposit.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began on November 30, 2012 and ended on May 31, 2013. They further agreed that rent was set at \$1,200.00 per month and that the tenancy was set to run for a fixed term expiring on November 30, 2013. The parties did not perform a condition inspection at the beginning of the tenancy, but at the end of the tenancy completed a report.

The landlord seeks to recover \$600.00 in lost income for half of the month of June. He argued that the tenants ended the tenancy prior to the end of the fixed term and although he immediately advertised the rental unit, he was unable to secure a tenant before June 15. The landlord acknowledged that he asked the tenants to vacate on May 28 so a new tenant could move into the unit, but when the tenants refused to move early, he had to tell the prospective new tenant that the unit was unavailable at the desired time and the prospective tenant chose not to rent the unit. The tenants presented an email in which the landlord asked them to move out on the 25th of May

because they wanted to do renovations. The landlord responded that the renovations would have taken just one day and would not have prevented a new tenant from moving in on June 1.

The landlord seeks to recover \$150.00 as the cost of repairing a broken tile, \$150.00 as the cost of repainting and \$350.00 as the cost of repairing hardwood flooring. The tenants denied having caused any damage.

The landlord seeks to recover \$420.00 as the cost of hiring 2 people to clean for a total of 22 hours. The landlord claimed that the tenant did not clean the unit at all while the tenant claimed that she completed the cleaning. On the move out condition inspection, the tenant agreed that the landlord could deduct \$50.00 from the security deposit as the cost of additional cleaning. At the hearing, the tenant argued that because the landlord was fundamentally dishonest, he should not be entitled to any money whatsoever.

The landlord seeks to recover the \$50.00 filing fee paid to bring his application.

Analysis

I find that the tenants breached the fixed term tenancy agreement by vacating the rental unit in May rather than in November. I find that the landlord acted reasonably to minimize his losses and I accept that June 15 was the earliest he was able to re-rent the unit. I do not accept the tenants' argument that the landlord purposely did not re-rent the unit until June 15 to permit time to perform renovations. I accept that the intended renovations could have been completed within one day and did not require the unit to remain vacant for half of a month. For these reasons, I award the landlord \$600.00 in lost income for June.

In order to recover the cost of repairs, the landlord must prove that the repairs were required as a result of damage caused by the tenants during the tenancy. The tenants denied having caused any damage and there is no condition inspection report showing the condition of the unit at the outset of the tenancy. I find that the landlord has failed to prove that the damage was caused during the tenancy and for this reason I dismiss the claims for the cost of repainting and repairing the tile and hardwood.

The landlord provided photographs showing the condition of the rental unit, but I find that the photographs do not show that 22 hours of cleaning was required. Rather, the photographs show that a minor amount of additional cleaning was required. The tenant wrote on the condition inspection report that she acknowledged that additional cleaning was required and authorized the landlord to deduct \$50.00 for cleaning. I find that the tenant was aware that additional cleaning was required and that regardless of whether

the landlord is dishonest, and I make no finding on that allegation, the landlord should be entitled to recover legitimate cleaning costs. I award the landlord \$50.00.

As the landlord has been somewhat successful in his application, I find that he should recover the filing fee and I award him \$50.00.

Conclusion

The landlord has been awarded a total of \$700.00 which represents \$600.00 for lost income, \$50.00 for cleaning and \$50.00 for the filing fee. I grant the landlord a monetary order under section 67 for \$700.00. This order may be filed in the Small Claims Division of the Provincial 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 08, 2014

Residential Tenancy Branch

