



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MND, MNSD, MNR, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for unpaid rent, loss of income, for the cost of shampooing the carpet and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony. Both parties provided extensive documentary evidence. All parties' testimonies and evidence have been considered in the making of this decision. However, I have not necessarily alluded to all the evidence and testimony in this decision.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent, loss of income, for the cost of shampooing the carpet and for the recovery of the filing fee?

### **Background and Evidence**

The tenancy started in May 2013. The rental unit is located in the lower level of the home. This landlord purchased the home in June 2014 and assumed the tenancy. The monthly rent was 750.00 due on the second of each month and the security deposit of \$375.00 was transferred to this landlord during the sale of the property.

Both parties communicated extensively by email and filed copies of the emails into evidence. The parties met on June 06, 2014 to get to know each other and following the conversation, the tenant found some issues that affected her tenancy. The tenant stated that the internet and laundry which were included in the rent were no longer available and that the landlord asked her not to park in the carport that she had used since the start of tenancy. The tenant was also concerned about the music system of the landlord and the disturbance it might cause her.

The landlord stated that she had requested the tenant to allow her moving truck access for the day of her move and had not stopped the tenant from parking in the carport on other days. The landlord also stated that the tenant was provided with internet.

The tenant testified that she had a claim against the landlord. I informed the tenant that in regards to her claims relating to loss that she may have suffered, I am not able to neither hear nor consider her claim during these proceedings as this hearing was convened solely to deal with the landlord's application. I also informed the tenant that she was at liberty to make a separate application for dispute resolution.

On June 08, 2014, the tenant informed the landlord via email that she had found a place to move to and would move out either on July 15 or August 01. On June 11, 2014, the tenant sent a message by email to the landlord stating that her movers would be at the unit on July 15, 2014. The landlord requested a formal notice to end tenancy with an effective end date of tenancy, to enable her to start looking for a new tenant. The tenant agreed that she did not serve the landlord with a notice to end tenancy and stated that her note on June 11 should have served as a notice to end tenancy with an effective date of July 15, 2014. The tenant agreed that she did not pay rent for July.

The parties attempted by email to negotiate a peaceful end to tenancy which included a rent free stay for July 01-08, but when the terms of the agreement were not met, the landlord filed this application.

The landlord moved into the upstairs of the home on June 28, 2014. The tenant stated that on June 29, the landlord was playing loud music and when she requested the landlord to turn it down, the landlord increased the volume. The tenant stated that to get some quiet she shut off power to the house which resulted in the destruction of the landlord's hard drive. The landlord attempted to retrieve the information on the hard drive but was not successful. The landlord replaced the hard drive, filed a receipt for the cost of doing so and is claiming reimbursement. The landlord also placed a lock on the master power fuse box and is claiming the cost of the lock.

The landlord stated that after this incident she was fearful of leaving the home with the tenant home alone and therefore took time off from work, to stay home and monitor any unusual activities. The landlord is claiming lost wages.

The landlord stated that the carpet had a pet odor and was not shampooed by the tenant. The tenant agreed that she did not shampoo the carpet but argued that it was not shampooed by the previous owner, at the start of tenancy. The landlord has filed an invoice for the cost of shampooing the carpet and is claiming reimbursement.

During the hearing, attempts to negotiate a settlement were made and the parties reached an agreement. However, just prior to the end of the hearing, the tenant decided that she wanted to opt out and reserve her options to file her own application, for her claims against the landlord.

The landlord is claiming the following:

1.	Rent for July and August 2014	\$1,500.00
2.	Replace hard drive	\$90.59
3.	Lost wages	\$970.57
4.	Install lock	\$29.65
5.	Carpet cleaning	\$98.70
6.	Registered mail	\$14.12
7.	Photocopies and DVD	\$9.67
8.	Filing fee	\$50.00
	Total	<b>\$2,763.30</b>

### **Analysis**

#### **1. Rent for August and September 2014 - \$1,500.00**

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the testimony of both parties, I accept the landlord's evidence in respect of the claim. In this case the tenant did not give the landlord proper notice. The only notice provided by the tenant was by two emails on June 08 and June 11,, 2014. On June 08, the tenant informed the landlord that she had found a place for either July 15 or August 01, but did not provide a firm date for end of tenancy.

A note on June 11, 2014 informed the landlord that her movers would be attending the rental unit on July 15, 2014. Other than these two emails, the tenant did not respond to the landlord's request for a formal notice to end tenancy with an effective end date.

Even if I accept the tenant's email dated June 11, 2014 as formal notice to end the tenancy, the earliest that a notice on this date could legally end the tenancy would be July 31, 2014. The landlord made efforts to find a tenant after the tenant left on July 08 and after shampooing the carpet, but was only successful in finding a tenant for August 10, 2014.

Since the tenant did not provide proper notice, did not pay rent for July and moved out on July 08, 2014, I find that the landlord is entitled to rent for July 2014 in the amount of \$750.00.

By providing notice on June 08, 2014, the tenant's obligation to pay rent ended on July 31, 2014. Therefore the landlord is not entitled to loss of income for August 2014. .

2. Replace hard drive - \$90.59

The tenant agreed that she turned off the main power fuse to get the landlord to stop playing loud music. While the landlord was obliged to provide quiet enjoyment to the tenant, the tenant had the option of reporting the noise disturbance to the police instead of taking it upon herself to tamper with the fuse box and possibly cause damage to electrical appliances.

The actions of the tenant resulted in the loss of the landlord's hard drive and attempts to retrieve information and family photos were unsuccessful. The landlord was required to replace the hard drive and has filed a receipt for the cost she incurred. Based on the above, I find that the landlord has established her claim.

3. Lost Wages - \$970.57

The landlord chose to stay home to avoid leaving the tenant in sole possession of the home and therefore is not entitled to lost wages.

4. Install lock - \$29.65

The landlord must bear the cost of securing her property. Accordingly the claim to recover costs to install a lock is dismissed.

5. Carpet cleaning - \$98.70

The tenant admitted that she had not shampooed the carpets. *Residential Tenancy Policy Guideline#1* states that generally at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpet after a tenancy of one year.

In this case the tenancy lasted for more than one year and the tenant did have a pet which was probably the cause of the carpet odor. Therefore I find that the tenant is responsible for the cost of steam cleaning the carpet in the amount of \$98.70.

6. Registered mail - \$14.12

7. Photocopies and DVD - \$14.12

The legislation does not permit me to award any litigation related costs other than the filing fee. Accordingly the above claims are dismissed.

8. Filing fee - \$50.00

The landlord has proven a portion of her claim and is therefore entitled to the recovery of the filing fee.

Overall the landlord has established a claim as follows:

1.	Rent for July and August 2014	\$750.00
2.	Replace hard drive	\$90.59
3.	Lost wages	\$0.00
4.	Install lock	\$0.00
5.	Carpet cleaning	\$98.70
6.	Registered mail	\$0.00
7.	Photocopies and DVD	\$0.00
8.	Filing fee	\$50.00
	Total	<b>\$989.29</b>

I order that the landlord retain the security deposit of \$375.00, in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$614.29. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### Conclusion

The landlord may retain the security deposit. I grant the landlord a monetary order in the amount of **\$614.29**.

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 16, 2014

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Residential Tenancy Branch

