



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MNSD MNDC FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that he had received the landlord's evidence and application, and confirmed that he did not submit any evidence. Both parties were given full opportunity to give affirmed 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 July 1, 2014 as a fixed-term tenancy to end on June 30, 2015. Rent in the amount of \$1100 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$550. The landlord and the tenant did not do a move-in inspection at the outset of the tenancy. The tenancy ended on July 31, 2014.

The landlord stated that he was unable to do a move-in walk-through with the tenant at the beginning of the tenancy. The landlord stated that he entered the rental unit on or about July 20, 2014 and he noticed a very strong odour and a dog in the suite. He also observed urine and feces everywhere. The landlord stated that on July 27, 2014 the tenant gave the landlord verbal notice to move out on July 31, 2014. The landlord stated

that the floor in the rental unit was buckled in certain spots from the urine and feces. The landlord stated that he had to do quite a lot of clean-up, and he could not re-rent the unit for one month. The landlord also stated that he has not yet done the repairs to the flooring.

The landlord has claimed compensation as follows:

- 1) \$1100 in lost revenue for August 2014;
- 2) \$46.79 for cleaning supplies – the landlord provided a receipt for the following items:
  - a. REVEAL MOP
  - b. ZPLC FRZ LG
  - c. P M REFILL
- 3) \$3175 estimated cost for floor removal, replacement, labour and materials – the landlord provided information regarding one quote for this amount.

The tenant stated that on July 20, 2014 he received a call from the landlord asking for permission to enter, and the tenant refused because his dog was there and was quite skittish. The tenant stated that as soon as he received the landlord's call regarding the mess, he cleaned it up. The tenant stated that there was no buckling in the floor that he could see.

### Analysis

The tenant did not dispute the landlord's evidence that he only gave the landlord late verbal notice to vacate. I accept the landlord's evidence that he was unable to re-rent the unit for August 2014. I therefore find that the landlord is entitled to \$1100 for one month of lost revenue.

I accept the landlord's evidence that he had to do some cleanup when the tenant vacated. The landlord did not explain the items on the receipt he provided. I accept that the "REVEAL MOP" was a cleaning supply, and I grant the landlord \$29.09, which includes the taxes, for the mop. I cannot determine why the landlord may have needed freezer bags for cleanup, and I do not know what "P M REFILL" indicates. I therefore dismiss the remainder of the landlord's claim for cleaning supplies.

The landlord did not provide sufficient evidence of damage to the flooring and whether that damage was done by the tenant. I therefore dismiss this part of the landlord's claim.

As the landlord's application was partially successful, he is also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$1179.09. I order that the landlord retain the security deposit of \$550 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$629.09. 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: March 16, 2015

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Residential Tenancy Branch

