



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This matter dealt with an application by the landlords for a Monetary Order for compensation for loss of revenue, cleaning and repairs to the rental unit, to recover the filing fee for this proceeding and to keep the tenant's security deposit in partial payment of those amounts. Only the landlords attended the teleconference hearing. The landlords served the tenant by registered mail which the tenant signed for on November 21, 2014.

Issues(s) to be Decided

Are the landlord entitled to compensation for loss of revenue, cleaning and repairs and if so, how much?

Background and Evidence

The landlord SL testified that this one year fixed term tenancy started on May 2, 2014 and ended on November 1, 2014 when the tenant moved out in breach of the term. Rent was \$ 1,100.00 per month payable in advance on the 1st day of each month. The tenant paid a security deposit of \$ 550.00 at the beginning of the tenancy. SL testified that notwithstanding that the landlords advertised as soon as they received notice from the tenant on September 30, 2014, the landlords were only able to re-rent the unit effective January 1, 2015 and therefore the landlords are claiming loss of rent revenue for November and December 2014 amounting to \$ 2,200.00. The landlords are also claiming for the cost of advertising amounting to \$ 410.31.

SL testified that the tenant brought 5 cats into the unit without permission and contrary to the tenancy agreement. The cats caused a flea infestation. The landlords are claiming: \$ 167.50 flea treatment, flea spray \$ 16.79, and bite gel for the new tenants \$ 6.49. SL testified that pursuant to the tenancy agreement the tenant was required to have the carpets professionally cleaned. This was not done and cost the landlords \$ 126.27. The landlords are claiming for the cost of replacing light bulbs at \$ 7.48. The

Landlords also claimed that at the end of the tenancy the Tenant did not clean the rental unit and as a result, the landlords incurred cleaning expenses costing \$ 50.00. The landlords also claimed for the costs of registered letters to the tenant.

Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

I have dismissed the claim for registered letters as those are costs that an ordinary landlord must bear as the cost of doing business. I find based upon the evidence of the landlords and in absence of any evidence from the tenant that all of the other items claimed by the landlords are beyond wear and tear and are reasonably incurred. I find that the landlords have proven a claim totalling \$2,984.84. As the landlords have been successful in this matter, I find pursuant to s. 72 of the Act that they are also entitled to recover the \$50.00 filing fee for this proceeding. I order the landlords pursuant to s. 38(4) of the Act to retain the tenant's security deposit inclusive of interest amounting to \$ 550.00 in partial payment of the rent arrears. The landlords will receive a Monetary Order for the balance owing.

Calculation of Monetary Award

Loss of rental revenue (November, December 2014)	\$ 2,200.00
Advertising costs	\$ 410.31
Flea treatment	\$ 167.50
Flea spray	\$ 16.79
Flea bite spray	\$ 6.49
Light bulbs	\$ 7.48
Carpet cleaning	\$ 126.27
House cleaning	\$ 50.00
Filing fee	\$ 50.00
Less Security Deposit and interest	-\$ 550.00
Total Monetary Award	\$2,484.84

Conclusion

In summary I ordered that the respondent pay to the applicants the sum of \$2,984.84 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of \$ 3,034.84. I order that the landlords retain the security deposit amounting to \$ 550.00 inclusive of interest. I grant the landlords a Monetary Order in the amount of **\$ 2,484.84** and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 02, 2015

Residential Tenancy Branch

