



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for loss of income, the cost of cleaning, garbage removal, a strata fee and for the recovery of the filing fee. The landlord also applied to retain the security and pet deposits in satisfaction of the claim.

The landlord testified that she served the tenant with the notice of hearing on October 29, 2014, by registered mail, to the address provided by the tenant. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for loss of income, the cost of cleaning, garbage removal, a strata fee and for the recovery of the filing fee? Is the landlord entitled to retain the security and pet deposits?

Background and Evidence

The landlord testified that the tenancy started on June 01, 2014 for a fixed term of one year. The monthly rent was \$1,250.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$600.00 and a pet deposit of \$200.00. The landlord testified that the tenant moved out on September 30, 2014 prior to the end date of the fixed term. The landlord mitigated her losses by looking for a tenant and was successful in finding a tenant for October 08, 2014.

The landlord stated that the rental unit was left in a dirty condition and filed copies of email messages between the two parties to support her testimony that the tenant had not cleaned the unit. The tenant also left behind a mattress. The landlord stated that she cleaned the unit herself and had a friend dispose of the mattress.

The landlord stated that she phoned commercial companies for quotations to clean and dispose of the mattress and is claiming the amount of the quotation. The landlord also stated that she paid a move out fee to the strata in the amount of \$100.00 but did not provide any receipt to indicate that she had.

The landlord is claiming the following:

1.	Cleaning	\$328.00
2.	Disposal of mattress	\$90.00
3.	Loss of income	\$282.25
4.	Move out fee	\$100.00
5.	Filing fee	\$50.00
	Total	\$850.25

Analysis

Based on the sworn testimony of the landlord I make the following findings:

1. Cleaning - \$328.00

The landlord stated that she cleaned the unit herself and did not file any information regarding how many hours she spent cleaning the unit. In addition the landlord did not file any photographs to indicate the condition of the unit. The landlord stated that the unit is 500 square feet in area.

Based on the copies of the email correspondence between the two parties, I find that the tenant left some cleaning to be done. Since the unit is only 500 square feet in area and in the absence of evidence to indicate the condition of the unit or the cost of cleaning, I find it appropriate to award the landlord \$100.00 towards her time spent cleaning the rental unit.

2. Disposal of mattress - \$90.00

Based on the email correspondence and the landlord's testimony, I find that the tenant left behind a mattress. I award the landlord \$90.00 as claimed for the cost of disposal.

3. Loss of income- \$282.25

Section 45(2) of the *Residential Tenancy Act* states that a tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that: is not earlier than the date specified in the tenancy agreement as the end of the tenancy.

In this case the tenant breached the tenancy agreement by ending the tenancy prior to the end date of the fixed term. The landlord mitigated her losses and found a new tenant for October 08, 2015 thereby incurring a loss of income in the amount of \$282.25. I find that the landlord is entitled to recover the loss she suffered.

4. Move out fee - \$100.00

I accept the landlord's testimony that she paid the strata a fee of \$100.00 as a move out fee for the tenant.

5. Filing fee - \$50.00

The landlord has proven most of her claim and accordingly I award the landlord the recovery of the filing fee.

Overall the landlord has established the following claim:

1.	Cleaning	\$100
2.	Disposal of mattress	\$90.00
3.	Loss of income	\$282.25
4.	Move out fee	\$100.00
5.	Filing fee	\$50.00
	Total	\$622.25

I order that the landlord retain this amount of \$622.25 from the security and pet deposits and return the balance of \$177.75 to the tenant within 15 days of receipt of this decision.

Conclusion

The landlord may retain **\$622.25** from the security and pet deposits

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: June 19, 2015

Residential Tenancy Branch

