



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing him to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing sent via registered letter on December 23, the tenants did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began in or about May 2012 at which time the tenants paid a \$500.00 security deposit and ended on December 1, 2014. Rent was set at \$1,000.00 per month.

The landlord testified that the tenants did not clean the rental unit at the end of the tenancy. He stated that he asked a professional cleaning service to provide a quotation as to the cost of cleaning the unit and was quoted \$280.00. The landlord elected not to hire the cleaning agency, but he and his wife cleaned the unit themselves. He estimated that they spent a total of 32 hours cleaning the unit, which represents 2 people working 8 hours per day for 2 days. The landlord provided photographs of the unit showing that the oven and interior of the refrigerator and freezer required cleaning, the floors required sweeping, the area behind and underneath the kitchen appliances were unclean, a bathroom sink was not thoroughly cleaned and the lint trap in the dryer had not been cleaned. The landlord seeks to recover \$280.00 as the value of his labour for cleaning.

The landlord testified that the carpet was unclean at the end of the tenancy and provided photographs of the carpet. He stated that there were pet stains on the carpet

and he rented a steam cleaner and purchased cleaning solution and deodorizer to address the stains. The landlord did not provide a receipt for the rental and purchase of cleaning supplies, but claims \$100.00 as he believes this is the minimum amount a professional carpet cleaning service would charge.

The landlord provided a copy of the tenancy agreement which provides that the tenants are responsible to pay 1/3 of the utility charges for the home in which the rental unit is situated. He testified that the tenants failed to pay utilities for part of the time in which they stayed in the rental unit and provided a hydro bill showing that \$123.97 was charged for the period from August 22 – October 22, 2014 and a gas bill showing that \$106.48 was charged for the period from October 29 – December 1, 2014. He seeks to recover \$41.32 for the hydro bill and \$35.49 for the gas bill for a total of \$76.81.

The landlord seeks to recover \$1,000.00 in lost income for the month of December. He testified that the tenants did not provide written notice that they were ending their tenancy until November 28 and he did not attempt to re-rent the unit because of his negative experience with these tenants.

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

Analysis

The landlord bears the burden of proving his claim on the balance of probabilities. The *Residential Tenancy Act* (the “Act”) establishes the following test which must be met in order for a party to succeed in a monetary claim.

1. Proof that the respondent failed to comply with the Act, Regulations or tenancy agreement;
2. Proof that the applicant suffered a compensable loss as a result of the respondent's action or inaction;
3. Proof of the value of that loss; and (if applicable)
4. Proof that the applicant took reasonable steps to minimize the loss.

Section 37 of the Act requires tenants to leave the rental unit at the end of the tenancy in reasonably clean condition and undamaged except for reasonable wear and tear. I accept the landlord's undisputed testimony and I find that the tenants did not leave the rental unit in reasonably clean condition. I find that the landlord had to clean the unit to bring it to a reasonable standard and I find that the landlord is entitled to be compensated for his labour. I accept that the quotation from the cleaning service is a reasonable cost and I therefore award the landlord \$280.00.

I find that the tenants failed to adequately clean the carpet at the end of the tenancy. I find that the landlord incurred some cost in renting a carpet cleaner and purchasing cleaning solution, but the landlord has not proven the \$100.00 value he has claimed as he has not provided receipts. I find that the landlord is entitled to some compensation and in the lack of proof of a higher value for the service performed and the cost of the rental of the steam cleaning machine, I find that \$50.00 will adequately compensate the landlord and I award him that sum.

I find that the tenants were obligated under the terms of the tenancy agreement to pay 1/3 of the utility charges for the residential property and I find that they failed to do so near the end of their tenancy. The landlord has proven \$76.81 as his loss and I award him that sum.

Section 45(1) of the *Residential Tenancy Act* (the "Act") provides that in order to end a month to month tenancy, a tenant must provide one full month's notice to the landlord. Section 53(1) of the Act provides that where a party fails to give proper notice, the effective date of their notice is automatically changed to comply with the Act.

The tenants were required to give one full month's notice to end their tenancy. I find that section 53(1) of the Act operated to change the effective date of the tenants' notice from November 30 to December 31.

Section 7(2) provides that when a party seeks compensation for the other party's failure to comply with the Act, the claimant must do whatever is reasonable to minimize their losses. In this case, I find that a reasonable action would have been to attempt to re-rent the unit, which the landlord did not do. However, because the tenants gave their notice less than one week before the end of November, I find that even if the landlord had attempted to re-rent the unit, it is highly unlikely that he would have found a new tenant who was able to move in on December 1. It is much more likely that had the landlord attempted to re-rent, the earliest a new tenancy would have started would have been December 15. I therefore find that the landlord is entitled to recover one half of one month's rent from the tenants and I award the landlord \$500.00.

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

The landlord has been awarded \$956.81 which represents \$280.00 for cleaning, \$50.00 for carpet cleaning, \$76.81 for utilities, \$500.00 for rent and \$50.00 for the filing fee. I order the landlord to retain the \$500.00 security deposit in partial satisfaction of the claim and I grant him a monetary order under section 67 for the balance of \$456.81.

This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$456.81 and will retain the security deposit.

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 02, 2015

Residential Tenancy Branch

