



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD

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. 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.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlord's testimony is as follows. The six month fixed term tenancy began on May 1, 2014 and ended on September 30, 2014. The tenants were obligated to pay \$860.00 per month plus an additional \$100.00 per month for an extra person as per their rental agreement. At the outset of the tenancy the tenants paid a \$430.00 security deposit. The landlord stated that he issued the tenant a One Month Notice to End Tenancy for Cause on August 26, 2014 with an effective date of September 30, 2014. The landlord stated that the tenant paid the September rent, and then later put a stop payment on it. The landlord stated that the tenant abandoned the unit at some point in October without advising him.

The landlord stated that he incurred the following costs because the tenant left the unit dirty and damaged, they are; \$200.00 for rubbish removal, 8.5 hours cleaning x \$40.88 per hour labour = \$347.50, and \$95.59 for miscellaneous supplies to clean and repair. The landlord is also seeking the loss of revenue for the months of October and November. The landlord stated that he didn't want to enter the unit until he was sure the tenant was gone. The landlord stated that he didn't take possession of the unit until the tenant confirmed she vacated during a separate dispute resolution hearing on October 23, 2014. The landlord stated that because the tenant had left so many personal items behind and that it required a lot of cleaning, he was unable to rent the unit until December 1, 2014.

The tenant's testimony is as follows. The tenant stated that the landlord broke into her unit and stole the September rent cheque and a stool from her and that's the reason she put a stop

payment on that cheque. The tenant stated that she acknowledges that she didn't remove the rubbish or clean the unit but felt that due to the infestation of bedbugs, fleas and ants, she was justified in doing so. The tenant stated that she adamantly disputes the landlords claim for loss of revenue for the months of October or November. The tenant stated that she did not dispute the notice and because of the infestation; was glad to get out of there. The tenant stated that landlord should have known that she was moving on September 30, 2014 as he was the one that issued the notice. The tenant stated that since she abided by the notice he should not be awarded any additional costs.

Analysis

Both parties have submitted documentation that has been considered when making the decision. I address the landlords' claims and my findings as follows.

Landlords First Claim – The tenant acknowledged that she put a stop payment on the September rent. Section 26 of the Act requires a tenant to pay the rent when it is due. The tenant occupied the unit for the full month of September and thus is required to pay the full amount. Based on all of the evidence before me, I find that the landlord is entitled to \$960.00.

Landlords Second Claim- The landlord stated that he didn't take possession of the unit until October 23, 2014 because he wasn't sure the tenant vacated the unit. I do not find this to be a logical conclusion as he was the one who issued the undisputed notice with an effective date of September 30, 2014. In addition, the landlord did not submit any evidence of the steps he took to mitigate his losses i.e. advertisements or lists of dates and times of appointments or open houses. Based on the above and on a balance of probabilities, I dismiss the landlords claim for loss of revenue for the months of October and November.

Landlords Third Claim – The landlord stated that he had to hire someone to remove the tenants' personal items that she left behind and incurred a cost of \$200.00. The landlord submitted a receipt to support his claim. The tenant acknowledges that she left the items behind but felt that since the unit was infested she was not required to remove the items. The tenant has made an allegation without providing any evidence for this hearing. Based on the evidence before me at this hearing and on the tenants' acknowledgment, I find that the landlord is entitled to \$200.00.

Landlords Fourth Claim – The landlord stated that he and his wife worked 8.5 hours to clean the suite and is asking for \$347.50 plus \$95.59 for cleaning supplies. As mentioned in the previous claim, the tenant acknowledges that she didn't clean the unit but felt that since the unit was infested she was not required to clean it. The Residential Tenancy Policy Guidelines require a tenant to leave a unit in a reasonably clean condition at the end of a tenancy. The tenant has made an allegation without providing any evidence for this hearing. Based on the evidence before me at this hearing and on the tenants' acknowledgment, I find that the landlord is entitled to cleaning costs, but not as sought. I find that the appropriate and reasonable

amount the landlord is entitled to based on the evidence before me is; 8.5 hours X \$25.00 per hour = \$212.50. The receipt the landlord submitted for supplies is illegible and not helpful, accordingly; dismiss that portion of the claim.

Landlords Fifth Claim – The landlord is seeking the filing fee from a hearing held in September 2014. It was explained to the landlord that as that matter doesn't relate to the case before me, I am unable to award that amount and I hereby dismiss that portion of his application.

The landlord is entitled to the recovery of the \$50.00 filing fee for this hearing.

Conclusion

In summary, the landlord has been successful in the following claims:

Unpaid September Rent	\$960.00
Rubbish Removal	\$ 200.00
Suite Cleaning	\$212.50
Filing Fee	\$50.00
	\$
	\$
Total:	\$1422.50

The landlord has established a claim for \$1422.50. I order that the landlord retain the \$430.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$992.50. 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: July 14, 2015

Residential Tenancy Branch

