



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes mnd, mnr, mnsd, mndc, ff

Introduction:

The landlord requests a Monetary Order and an order to retain the security deposit.

Issues to be decided:

I am asked to determine whether the tenant is liable for the landlord's loss of rent following the ending of this tenancy, and whether the tenant is liable for the landlord's costs for cleaning, repairs and bailiff fees to remove the tenant. If so, I am asked to order that the landlord retain the security deposit in partial satisfaction of such award.

Background and Evidence:

This tenancy began December 1, 2014. A security deposit was paid in the amount of \$595.50. Monthly rent was \$1,185.00, payable on the first day of each month. The landlord obtained an order of Possession, and served it upon the tenant, who refused to vacate the premises. The landlord was then obliged to retain a bailiff, at a cost of 1,644.35 to remove the tenant from the premises. The tenant was gone March 10, 2015, and the landlord was able to secure a new tenant effective March 15, 2015, but suffered a loss of rental income for the first half of March. The premises were left unclean, with no working light bulbs, and the landlord spent 11 hours cleaning, charging an hourly rate of \$20.00. The new bulbs cost \$18.53. The fridge needed a new water filter, which cost 63.83. The cost to clean the dirty carpets was \$105.00.

Analysis:

The tenant wrongfully overheld the premises until March 10, and section 57(3) permits a landlord to claim compensation from the tenant for that overholding period. The landlord also lost further rental income until she was able to secure her new tenant for March 15, and the former tenant is liable for the further loss of rental income to that date. The tenant must therefore pay the sum of \$592.50 to the landlord, representing the overholding rent and rental income loss for the first half of March.

The tenant is also found liable for the bailiff costs, as he had no right to remain in the premises once the effective date of the Order of Possession had passed. The tenant must therefore also pay the landlord the sum of \$1,644.35.

I accept that landlord's testimony as to the various areas she cleaned after the tenant left, the valued attributed to that cleaning service, and the cost to replace the bulbs and water filter. I further accept that the carpet required cleaning. The tenant failed in his duty to maintain "ordinary health, cleanliness and sanitary standards" throughout the premises and property. All of the costs of cleaning and damage repair total \$407.36, a sum for which the tenant is responsible, and must pay to the landlord.

As the landlord is successful in her claim, she is also awarded recovery of her filing fee of \$50.00.

The total sum awarded is \$2,694.21.

The landlord has applied for an order to retain the security deposit of \$595.50. As this sum is less than the award made, retention is appropriate.

Conclusion:

I order pursuant to section 38(1) that the full amount of the security deposit be retained, in partial satisfaction of the monetary award noted above.

I further order that the remaining balance of the award due to the landlord equalling \$2,048.71, be paid immediately by the tenant to the landlord.

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: September 08, 2015

Residential Tenancy Branch

