



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Goodrich Realty Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNR, MNSD, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the security deposit. The hearing was conducted by conference call. The landlord's agent called in and participated in the hearing. The tenant also called into the conference call and provided evidence.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?  
Is the landlord entitled to retain all or part of the security deposit?

### Background and Evidence

The rental unit is a house in Vancouver. The tenancy began in December, 2009 for a one year term. The monthly rent was \$2,300.00 and the tenant paid a security deposit of \$1,150.00 on October, 27, 2009. The tenancy continued on a month to month basis after the initial term and at some point during the tenancy the rent increased to \$2,350.00 per month.

The tenant sublet the downstairs portion of the house during the tenancy. The landlord's agent testified that this was done without the landlord's knowledge or consent. The tenant moved out of the rental unit on December 31, 2014, but his sub-tenant did not move out at the same time. The tenant did not ensure that her sub-tenant had moved out before she gave notice and moved out of the rental unit.

The landlord's agent testified that the sub-tenant did not move out until on or about January 26, 2015 and then left the rental unit full of belongings and garbage. The landlord's agent said that the sub-tenant was a hoarder and there was a mice infestation as a result as well as a massive amount of cleaning to perform. In the

application for dispute resolution the landlord claimed payment of the sum of \$6,200.00 said to be for two months' rent loss and \$1,500.00 for cleaning, disposal and repairs plus the cost to re-key locks. The landlord referred to other expenses, including utility charges and costs to evict the subtenant.

The landlord submitted a copy invoice dated February 23, 2015 for cleaning the rental property in the amount of \$490.56. The landlord submitted a second invoice dated February 28, 2015 for work done to clean windows and sill in preparation for painting for caulking and cleaning bathtub, showers and sinks and replace some weather strips. The bill was in the amount of \$1,806.00. The landlord submitted a separate bill for \$52.50 said to be for the cost to clean up mouse poison in the unit. In a written submission, the landlord claimed loss of rental income for January, February and half of March as well as costs for repairs beyond normal wear and tear, cleaning and pest treatment. The landlord did not amend its claim to raise the amount of the monetary claim stated in the application for dispute resolution.

The tenant disputed the landlord's claims. She said that she moved out on December 31<sup>st</sup> and left the upstairs portion of the rental unit empty and clean. The tenant said that she had a family emergency that interfered with her ability to meet with the landlord for a scheduled move out inspection on January 16<sup>th</sup>. She sent an e-mail to the landlord proposing that her sub-tenant would meet with the landlord to conduct an inspection on January 19<sup>th</sup>. The landlord did conduct a form of inspection on January 27<sup>th</sup>, but the tenant did not participate and the ground floor tenant was not moved out.

### Analysis

The tenant rented the entire house and was responsible for returning vacant possession of the rental property to the landlord at the end of the tenancy. She moved out of the upstairs portion of the property on December 31<sup>st</sup>, but her sub-tenant did not leave until the end of January and the landlord was put to trouble and expense to clean and ready the unit to be re-rented as a result.

I find that the landlord is entitled to recover loss of rent for January and February due to the tenant's failure to fulfill her obligations to return vacant possession and to leave the unit in a reasonably clean condition at the end of the tenancy. I do not allow the claim for loss of revenue for any part of March. The landlord has the obligation to act promptly to mitigate its damages. I do not have evidence to show what steps the landlord took to re-rent the property and the landlord has not shown that any loss of revenue after February is the fault of the tenant.

The landlord has not provided any photographic evidence to substantiate the condition of the rental unit at the end of the tenancy. The landlord submitted a form of move-in inspection report, but there was no report concerning the move out condition. The landlord has claimed the amount of \$1,500.00 for cleaning and repairs, but it has failed to provide any particulars to show how the amount was calculated. This tenancy lasted for five years. For a tenancy of that duration there is an expectation that the house will require repainting due to ordinary wear and tear.

I accept the landlord's testimony that the sub-tenant did not properly clean the unit and left goods and belongings in the rental unit. I allow the landlord's claim for cleaning the rental unit in the amount of the cleaning invoice for \$490.56, but I deny the claim for any additional amounts.

### Conclusion

I have allowed the landlord's claim for loss of rental income for January and February in the total amount of \$4,700.00. I have allowed the claim for cleaning in the amount of \$490.56, for a total award of \$5,190.56. All other claims by the landlord are dismissed without leave to reapply. The landlord is entitled to recover the \$100.00 filing fee for this application, for a total award of \$5,290.56. No interest has accrued on the security deposit. I order that the landlord retain the security deposit of \$1,150.00 in partial satisfaction of the award and I grant the landlord an order under section 67 for the balance of \$4,140.56. This order may be registered 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: September 15, 2015

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Residential Tenancy Branch

