



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 the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord

The landlord provided documentary evidence to confirm each respondent was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on June 18, 2015 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the documentary evidence and testimony of the landlord, I find that each respondent has been sufficiently served with the documents pursuant to the *Act*.

While the landlord named two respondents in his Application for Dispute Resolution I note the tenancy agreement named only the male occupant as the tenant and that he was the only signatory to the agreement. As such, I find the female respondent is not a party to the tenancy agreement and I amend the landlord's Application for Dispute Resolution to exclude the female respondent.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for lost revenue; for carpet cleaning; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 45, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on January 21, 2015 for a 1 year and 7 day fixed term tenancy beginning on January 24, 2015 for a monthly rent of \$1,380.00 due on the 1st of each month with a security deposit of \$690.00 paid.

The landlord confirms the tenancy ended on May 31, 2015 by mutual agreement. The landlord submitted into evidence a copy of the move out Condition Inspection Report in which the tenant signed agreeing the landlord could deduct \$90.00 for a lease breaking fee and \$30.00 for a fixture leaving a balance of \$570.00 as a security deposit.

The landlord submits that the tenant was required to have the carpets professionally cleaned and that while the tenant indicated at the move out inspection that they had had the carpets cleaned he could provide no receipts. The landlord agreed that if the tenant could provide receipts he would not pursue the costs of carpet cleaning.

The landlord submits the tenant has not provided any evidence of carpet cleaning. As a result, the landlord has suffered a loss and has submitted a receipt confirming the cost of carpet cleaning to be \$139.00. The landlord claims this amount.

The landlord also submits the tenants prevent and/or impeded his ability to show the rental unit. He provided submissions that the tenant severely restricted his ability to show the unit to weekends and would not allow any weeknight viewings. He also stated that when he was allowed in the female occupant would have all the window coverings closed and lights out because it was their children's nap time and on occasion the female occupant herself was sleeping and would not let the landlord show the bedroom to a prospective tenant.

Analysis

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the landlord's undisputed testimony and evidence I accept the tenants failed to clean the carpets prior to the end of the tenancy and as such the landlord has suffered a loss in the amount of \$139.00 for carpet cleaning.

Also based on the landlord's undisputed testimony and evidence I find that while the parties mutually agreed to end the tenancy prior to the full year that the tenants had committed to only a few months before, the actions of the tenant and the occupant prevented the landlord from being able to re-rent the unit for June 1, 2015. As such, I find the tenant is responsible for the landlord's loss of revenue for the month of June 2015.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,569.00** comprised of \$1,380.00 rent owed; \$139.00 carpet cleaning and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the balance of the security deposit held in the amount of \$570.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$999.00**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: November 26, 2015

Residential Tenancy Branch

