



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order damage to the unit - Section 67;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts owed?

Background and Evidence

The tenancy started on July 1, 2012 and ended on June 30, 2013. Rent of \$725.00 plus \$125.00 utilities was payable monthly on the first day of each month. No move-in or move-out inspection was done. The Landlord returned double the security deposit to the Tenant as a result of a prior Decision.

The tenant left garbage behind at move-out and the Landlord removed the garbage. The Landlord claims the cost of garbage removal in the amount of \$288.00. A receipt

was provided. The Tenant left the unit infested with fleas from 2 dogs and the Landlord treated the unit. The Landlord claims \$238.00 for the costs of the treatment.

The Landlord states that the unit could not be rented for July 2014 due to the garbage removal and flea treatment required. The Landlord states that the flea treatment was not done until July 26, 2014 and that it was done by the Landlord's agent after not being able to obtain a pest company for the job. The Landlord also states that the carpet had to be removed due to stains. The Landlord does not know when the carpet was removed. The Landlord states that the carpet was older than 10 years. The Landlord does not know when the unit was advertised and states that a person known to the Landlord's agent was found as a tenant for August 1, 2015. The Landlord claims lost rental income of \$850.00.

Analysis

Section 32 of the Act provides that a tenant of a rental unit must repair damage to the rental unit that is caused by the actions or neglect of the tenant. Based on the undisputed evince of the Landlord I find that the Landlord has substantiated that the Tenant left the unit unclean and damaged by fleas. Given the supporting evidence of receipts I find that the Landlord has substantiated an entitlement to **\$288.00** and **\$238.00**.

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party and that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed. Given the age of the carpet I find that the Landlord has not shown that the removal of the carpet had anything to do with the Tenant and therefor any time related delay caused in obtaining new tenants could not be seen as the fault of the Tenant. The Landlord provided no supporting evidence that the treatment and garbage removal could not have been done sooner. The Landlord provided no evidence in relation to the

advertisement of the unit. As a result I find that the Landlord has not shown evidence of mitigation or of cause in relation to lost rental income and I dismiss this claim.

As the Landlord's application has had merit, I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$576.00**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **576.00**. If necessary, 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: November 20, 2015

Residential Tenancy Branch

