



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Wal-Den Investments  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNSD, MNR

### Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$1235.00, and requesting recovery of the \$50.00 filing fee.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

### Issue(s) to be Decided

The issue is whether or not the applicant has established a monetary claim against the respondent, and if so in what amount.

### Background and Evidence

This tenancy began on September 1, 2014, and the monthly rent at the end of the tenancy was \$925.00 per month, including parking.

The tenant gave the landlord written notice on November 17, 2015, that he would be vacating the rental unit on December 31, 2015.

The tenant subsequently vacated the rental unit on November 28, 2015.

The landlord testified that as a result of the improper notice to end the tenancy they lost the full rental revenue for the month of December 2015.

The landlord further testified that the tenant left the carpets in the rental dirty and as a result he had to have them cleaned.

The landlord further testified that the tenant left 6 broken blinds in the rental unit which he had to have replaced.

The landlord further testified that the tenant failed to clean behind the refrigerator or the stove, and stripped a piece of bedroom door, as a result he had to do further cleaning and repairs.

The applicant is therefore requesting a monetary order as follows:

December 2015 lost rental revenue	\$925.00
Carpet cleaning	\$160.00
Broken blinds	\$90.00
Cleaning	\$60.00
Filing fee	\$50.00
Total	\$1285.00

The tenant testified that he did give the landlord notice to end the tenancy at the end of December 2015, and he did vacate earlier, on November 28, 2015; however he believes the landlord did not take reasonable steps to re-rent the unit as he saw no ads for the unit until mid-December 2015. The tenant therefore does not believe that he should have to pay for December 2015 rent.

The tenant also disputes the claim for carpet cleaning, as he says the stains on the carpet was the result of a leaking patio door.

The tenant also disputes the claim for cleaning, claiming that he left the rental unit perfectly clean.

The tenant admitted that there were some damaged blinds.

In response to the tenants testimony the landlord testified that the stain on the carpet was from the tenant leaving the patio door open and there been no leaks before this tenant moved in, or since this tenant vacated

Analysis

It is my finding that the tenant is liable for the lost rental revenue for the month of December 2015, as the notice to end tenancy he gave was for the end of December 2015. The tenant argued that he believes the landlord should have started attempting to re-rent the unit as soon as he gave his notice to end tenancy, however since the tenants notice was for the end of December 2015 the landlord would not have been able to advertise the unit for rent for the month of December, 2015 only for January 2016.

I deny the landlords claims for carpet cleaning, blind replacement, and general cleaning however, because the landlord has provided no receipts or invoices for that work and therefore I have no way of knowing what amount was actually paid, if any.

I will allow the landlords claim for recovery of the filing fee however, because the landlord does still have a substantial claim against the tenant.

### Conclusion

I have allowed \$975.00 of the landlords claim and therefore pursuant to section 38 of the Residential Tenancy Act I order that the landlord may retain the full security deposit of \$440.00, and pursuant to section 67 of the Residential Tenancy Act I have issued a monetary order in the amount of \$535.00.

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 18, 2016

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Residential Tenancy Branch