



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNR, MNSD

Introduction

This is an application brought by the Landlord(s) requesting an order to retain \$629.00 of the tenant security deposit.

A substantial amount of 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.

Both 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

The parties agree that the tenant paid a security deposit of \$400.00 on February 28, 2015, and a pet deposit of \$400.00 on February 28, 2015, and this tenancy began in March of 2015 and that the tenant vacated on January 26, 2016.

The parties also agree that this was a fixed term tenancy agreement with an end of tenancy date of March 31, 2016.

The parties also agree that the monthly rent was \$800.00 due on the first of each month.

The applicant testified that the tenant had a dog in the rental unit during the tenancy and therefore at the end of the tenancy the carpets needed to be professionally cleaned. They had the carpets cleaned at a cost of \$105.00 and believe that the tenant should be covering that cost.

The landlord further testified that the tenants breached a fixed term tenancy agreement, giving notice on January 18, 2016 and then vacating on January 26, 2016 without paying any rent for the month of February 2016.

The landlord further testified that they attempted to re-rent the unit for as soon as possible and were able to find the tenant to move into the rental unit for February 20, 2016 and therefore they only lost 19 days rent for a total of \$524.00.

The landlords are therefore requesting to keep \$629.00 of the security deposit to cover the cost of carpet cleaning in the lost rental revenue.

The tenant testified that she had the carpets professionally cleaned before vacating the rental unit and that on the move out inspection report nothing was said about the requirement for any further carpet cleaning. The tenant therefore requests that the charge for carpet cleaning be denied.

The tenant further testified that it is her belief that the landlord did not take reasonable steps to re-rent the unit and therefore she should not be held liable for any lost rental revenue for the month of February 2016. She further stated that she had given the landlords six weeks' notice to end the tenancy for the end of February 2016 and therefore, even though they moved before then she believes the landlord had plenty of time to re-rent the unit.

In response to the tenant's testimony the landlord testified that she had an agent do the move out inspection report, and the agent did not mention anything about the need for any further carpet cleaning. They did not notice it until they did an inspection themselves later on.

The landlord further stated that she believes the rental unit was rented promptly and in fact it was very difficult to re-rent, and she believes that they were lucky they were able to even find someone for 20 February 2016

Analysis

It is my decision that I will not allow the landlords claim for further carpet cleaning that was done after the tenant vacated. The landlords had an agent complete a move out inspection report with the tenants at the end of the tenancy and the agent did not find that there was a need for any further carpet cleaning during that inspection. It's my decision that it would not be reasonable to allow the landlord to ignore the move out inspection report and charge for further carpet cleaning.

I will however allow the landlords claim for lost rental revenue because the tenants did not give the required notice to end the tenancy on January 26, 2016. The tenants had signed a fixed term tenancy agreement, and therefore the tenants were liable for any lost rental revenue the results from breaching that agreement and, in this case, since the tenants did not pay any rent for the month of February 2016 they are liable for any lost rental revenue.

Further it's my finding that the landlord did take reasonable steps to re-rent the unit within a reasonable timeframe.

Conclusion

I hereby order that the landlords may retain \$524.00 of the tenant security deposit and I have issued an order for the landlord's to return the remaining \$105.00 to the tenant.

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 20, 2016

Residential Tenancy Branch