



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and the tenants participated in the teleconference hearing.

At the outset of the hearing, the tenants confirmed that they had received the landlord's application and evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

I note that in the hearing the landlord withdrew \$30.00 of their claim that was in regard to the removal of planters and a mirror.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on October 1, 2014, with rent in the amount of \$1,150.00 payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$562.50.

The landlord and the tenants agree that on November 4, 2015 the tenants gave the landlord written notice to vacate on November 30, 2015. The tenancy ended on or about November 30, 2015.

On December 7, 2015 the tenants gave the landlord their forwarding address, and on December 14, 2015 the landlord filed their application.

Landlord's Claim

The landlord stated that they were unable to re-rent the unit for December 2015, and they therefore have claimed lost revenue of \$1,150.00 for that month. The landlord stated that the tenants did not attend a move-out inspection, and they left the rental unit dirty. The landlord has claimed \$165.00 for eight hours of cleaning and \$225.00 for carpet cleaning.

In support of their application, the landlord submitted evidence including the following: 16 photographs, mostly showing dirty areas of a fridge and stove; an invoice dated January 1, 2016 for \$195.30 for carpet cleaning and deodorizing; and an invoice dated January 29, 2016 for \$301.50 for cleaning. The landlord did not provide any evidence to support their claim that they attempted to re-rent the unit.

Tenants' Response

The tenants stated that on October 15, 2015 they verbally informed the landlord that they were going to be moving out by November 30, 2015, and the landlord told them to give written notice along with their rent on November 1, 2015. The tenants stated that they were unable to give written notice until November 4, 2015 because their child was born at that time and they were in the hospital.

The tenants stated that they never received the full tenancy agreement during their tenancy, so they did not know that they were supposed to have the carpets cleaned.

Analysis

Upon consideration of the evidence and on a balance of probabilities, I find as follows. The landlord did not provide sufficient evidence that they attempted to mitigate their rental loss by taking reasonable steps to re-rent the unit as soon as possible. As the cleaning and carpet cleaning were not done until January 2016, I find it unlikely that the landlord made an effort to have the unit in a presentable condition to show to prospective new tenants before that time. For these reasons, I dismiss the landlord's claim for lost revenue for December 2015.

Tenants who occupy a unit for one year or more are generally expected to have the carpets professionally cleaned at the end of the tenancy. The landlord is entitled to

carpet cleaning costs; however, the invoice shows an amount of \$195.30, and I grant only that amount for carpet cleaning.

The landlord claimed \$165.00 for eight hours of cleaning. The landlord's photographs are only of assistance in regard to the fridge and stove, which do appear to have required some cleaning. I do not find it likely that eight hours of cleaning were required for the fridge and stove. If the landlord did no cleaning in the unit until two months after the tenants moved out, then it may have taken longer to clean the unit; however, the tenants cannot be held liable for the landlord's negligence. I therefore find it appropriate to grant the landlord \$60.00 for three hours of cleaning at \$20.00 per hour.

As the landlord's application was partially successful, I find they are entitled to recovery of the \$50.00 filing fee for the cost of this application.

Conclusion

The landlord's application is partially successful, and they are entitled to \$305.30. I order that the landlord retain this amount from the security deposit in full satisfaction of this amount.

I grant the tenants an order under section 67 for the balance of the security deposit, in the amount of \$257.20. 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: August 19, 2016

Residential Tenancy Branch