



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF, O

Introduction

The landlord applies for the cost of cleaning the rental unit, loss of rental income, compensation for the tenant's overuse of electricity, yard cleaning and time repair.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Did the rental unit require cleaning or repair? Has the tenant caused the landlord a loss of rental income? Did the tenant use too much electricity?

Background and Evidence

The rental unit is a furnished fifth wheel trailer. The tenancy started in February 2017. It ended May 1, 2017. The landlord says the tenant gave her a written one month Notice on April 1. The tenant says she gave the Notice on March 30.

The monthly rent was \$600.00. The landlord holds a \$300.00 security deposit and a \$300.00 pet damage deposit.

The landlord testifies that the rental unit was a "no smoking" unit but the tenant smoked marijuana in it daily. She says the smell was so bad after the tenant left that a thorough cleaning, including the cleaning of all fabrics, was required.

The landlord says the tenant's dog had a foul odour as well and that odour needed to be cleaned out.

The landlord complains that a friend of the tenant came to stay with his two dogs for 15 days, one more day than permitted. She says that according to the tenancy agreement the tenant must pay an additional 15% rent.

There is no evidence of a move-in condition report. The landlord admits there was no move-out report or inspection.

The landlord claims that when the tenant was leaving she had an opportunity to rent out the trailer to a Mr. T.C, to be hauled away for his use elsewhere. She says that the deal fell through because she could not show Mr. T.C. the inside of the trailer on May 1. The tenant was not home and the landlord had lost her own key to the trailer.

The landlord says the tenant used too much electricity rather than buy bottles of propane for the stove and heater.

The landlord says she rents the property from a Mr. D.B. and pays \$400.00 for the tenant's portion as well as \$600.00 for another portion. She claims the \$400.00 she says she had to pay for the month of May. She also claims for loss of rental income for that month.

She says the tenant left dog poo all over the yard and damaged carpet tiles in the trailer.

The tenant admits her dog has a strong odour. She admits to smoking marijuana in the trailer but not "all the time."

She says the landlord could simply have texted her on May 1 to come and open up the trailer.

She says she intended to pick up dog poo on May 1. She left cleaning products in the home in case the landlord wanted her to do additional cleaning.

She says her friend stayed only ten nights and left right after the landlord complained and threatened a rent increase if he stayed.

She denies the landlord pays separately for portions of the area rented from Mr. D.B.

The parties spoke of a collateral agreement for the tenant to purchase the trailer but it is not particularly relevant to the claims being made, but for a possible reference to the pet damage deposit.

Analysis

The tenancy agreement prohibits the tenant from smoking in the rental unit. The tenant does not smoke tobacco. The landlord's photos show an ashtray in the unit full of butts, along with cigarette papers and a hemostat, a type of scissor clamp common to drug smokers.

I determine that the tenant is a chronic user of marijuana and that it was her habit to smoke it in the rental unit, in defiance of the tenancy agreement prohibition.

The landlord's testimonials from the cleaner, from Mr. T.C. and from Mr. E.C. confirm the strong odour.

I find that as a result of the tenant's drug smoking conduct the rental unit requires an extraordinary cleaning. I award the landlord \$230.00 for general cleaning and \$462.50 for cleaning of the fabric in the rental unit.

I dismiss the landlord's claim for her failure to rent the trailer to Mr. T.C. He did not rent it because he could not see inside it. He could not see inside it because the landlord did not have her key. There was no obligation on the tenant to leave the trailer unlocked or to be at the trailer at that time whether she had moved out by then or not.

I dismiss any claim for loss of other rental income. The landlord had no tenant ready to move in and pay rent.

I dismiss the landlord's claim for increased rent resulting from the tenant's guest. The tenancy agreement provides that "if overnight guests become common, the rent will go up 15%." The agreement does not define what "becomes common" means and it is not for one party to impose her meaning of the phrase onto the other party. The term is ambiguous and is not enforceable.

Similarly, I dismiss the landlord's claim for rent she claims she had to pay to Mr. D.B. Such a loss would be part of the rental loss she claimed elsewhere in her application and which has been refused.

I dismiss the landlord's claim for increased electrical charges. The written tenancy agreement is meant to be a complete record of the agreement between the parties. It appears to attempt to restrict the tenant's electrical regarding heating by propane but it does not define what an "unacceptably high" hydro bill is. It is an inexact phrase and the landlord cannot unilaterally define what that term means.

I allow the claim for yard cleaning and award the landlord \$25.00, as claimed, to pick up the dog feces left by the tenant.

I dismiss the landlord's claim for replacement of carpet tiles. The photographic evidenced does not show soiling or damage in excess of what might be considered reasonable wear and tear, for which a tenant is not responsible.

Conclusion

In result the landlord is entitled to a monetary award of \$717.50. I award her recovery of the \$100.00 filing fee for this application.

I authorize the landlord to retain the \$300.00 security deposit in reduction of the amount awarded.

I have considered the rental agreement terms regarding payments toward purchase. The parties agreed the \$300.00 pet damage deposit would be applied to the purchase price only after the tenant had paid \$6700.00 of \$300.00 per month installments. The tenant did not pay \$6700.00. Thus the landlord still holds the pet damage deposit.

I authorize the landlord to apply the \$300.00 pet damage deposit in reduction of the amount awarded.

The landlord will have a monetary order against the tenant for the remainder of \$217.50

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 12, 2017

Residential Tenancy Branch