



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNR, MND, MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover loss of income and utilities, for the cost of cleaning, repair, and for the filing fee.

Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant was represented by an agent. The landlord's son also attended the hearing to assist his father.

As both parties were in attendance I confirmed service of documents. The tenant confirmed receipt of the landlord's application for dispute resolution and evidence. The tenant said that she had not submitted any evidence of her own. I find that the tenant was served with the landlord's materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Is the landlord entitled to a monetary order to recover loss of income and utilities, for the cost of cleaning, repair, and for the filing fee?

Background and Evidence

The parties agreed that the tenancy started on December 01, 2017 and that the monthly rent was \$1,400.00 due in advance on the 30th of each month. Prior to moving in the tenant paid a security deposit of \$700.00 and a pet deposit of \$700.00.

A copy of the tenancy agreement was filed into evidence. The tenant agreed that she was required to pay 25% of the utility bill. The rental unit consists of a suite on the upper floor of the landlord's home. The landlord lives on the lower floor.

The tenant stated that on February 01, 2019, she gave written notice to the landlord to end the tenancy effective March 01, 2019. The landlord stated that a letter dated February 01, 2019 was placed in his mailbox on February 11, 2019. The landlord also stated that the tenant sent him a second message informing him that she would not be moving out. The tenant agreed that she did send a second message but stated that the landlord did not reply so she assumed that the tenancy would end on March 01, 2019.

The parties could not agree on the date the tenancy ended. The tenant stated she moved out on March 01, 2019 while the landlord's son stated that there was a moving truck outside the house on March 08, 2019. The landlord stated that prior to March 01, 2019 his spouse questioned the male tenant about when he intended to move, and he refused to communicate other than saying "*bye bye stupid*".

The landlord testified that the tenant left the unit in a very dirty condition and left behind unwanted furniture. The landlord also stated that the laminate flooring which had been installed just three years ago was ruined by the tenant's pet. The laminate was warped from pet urine. The landlord stated that the odour was intense, and it deterred several prospective tenants. The landlord testified that the flooring needed to be replaced and provided an estimate. As of the date of this hearing, the landlord had not replaced the flooring for financial reasons.

The landlord stated that he cleaned out the unit and disposed of all the furniture and garbage himself. The landlord filed photographs of the condition of the unit to support his testimony.

The landlord also filed a copy of a utility bill for the period of January 17, 2019 to March 18, 2019. The tenant agreed that she was responsible for a quarter of the cost of utilities for the period she was occupying the rental unit.

The landlord stated that it was difficult to find a tenant because of the odour in the unit. He stated that he carried out several methods to rid the unit of odour and eventually found a tenant for June 01, 2019. The tenant agreed to move in if the landlord replaced the flooring within a few months of the start of tenancy.

The landlord is claiming the following:

1.	Loss of income for March 2019	\$1,400.00
2.	Cleaning	\$400.00
3.	Replace laminate	\$4,150.00
4.	Utilities	\$261.79
5.	Filing fee	\$100.00
	Total	\$6,311.79

Analysis

1. Unpaid rent for March 2019 - \$1,400.00

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the testimony of both parties, I accept the landlord's evidence in respect of the claim. He testified that he received the tenant's notice to end tenancy on February 11, 2019 by way of a note dated February 01, 2019 that was placed in his mail box. Even if I accept the tenant's testimony that she provided a month's notice on February 01, 2019 to end the tenancy on March 01, 2019, I find that she provided inadequate notice as rent was due on the 30th of each month. Therefore by providing notice on February 01, 2019, the earliest she could end the tenancy was March 31, 2019.

In this case, I find that the tenant did not give the landlord adequate notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of March 2019. Accordingly, I find that the landlord is entitled to recover the loss that he suffered.

Section 7 of the *Residential Tenancy Act* states that a landlord who claims compensation for loss that results from the tenant's non-compliance with the *Act* or their tenancy agreement must do whatever is reasonable to minimize the loss.

In all cases, the landlord's claim is subject to the statutory duty to mitigate the loss by re-renting the premises at a reasonably economic rent. In this case, in order to minimize the loss, the landlord had to make efforts to re-rent the unit. I accept the landlord's testimony that the odour of pet urine made it difficult to find a tenant and he was forced to carry out multiple treatments before the odour was eradicated.

Based on my findings and section 7 of the *Residential Tenancy Act* I find that the landlord has proven that he made sufficient efforts to minimize the loss he suffered. Accordingly I grant the landlord his claim to recover the loss of income that he incurred.

2. Cleaning - \$400.00

Based on the photographs filed into evidence, I find that the tenant left behind some items of furniture and left the unit in a condition that required cleaning and odour removal. The landlord stated that he did the work himself and is claiming \$400.00 for his time and effort. I find that the landlord's claim is reasonable and that he is entitled to his claim.

3. Replace laminate - \$4,150.00

The landlord stated that the floor boards are warped from pet urine and need to be replaced. The landlord testified that he had installed new flooring three years ago and provided an estimate for the cost of replacement. During the hearing the landlord agreed to accept \$2,000.00 for the cost of replacing the laminate. Based on the square footage of the area that needed replacement (1,000 square foot) and the age of the laminate, I find it reasonable to award the landlord his claim of \$2,000.00.

4. Utilities - \$261.79

The landlord filed a copy of the hydro bill for the period of January 17 to March 18, 2019. The tenant agreed that she owes a quarter of the bill for the period she occupied the rental unit. I grant the landlord his claim.

5. Filing fee - \$100.00

Since the landlord has proven most of his claim, he is entitled to the recovery of the filing fee.

The landlord has established an entitlement as follows:

1.	Loss of income for March 2019	\$1,400.00
2.	Cleaning	\$400.00
3.	Replace laminate	\$2,000.00
4.	Utilities	\$261.79
5.	Filing fee	\$100.00
	Total	\$4,161.79

Overall the landlord has established a claim of \$4,161.79. I order that the landlord retain the security deposit of \$700.00 and the pet deposit of \$700.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,761.79. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$2,761.79**

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: June 25, 2019

Residential Tenancy Branch