



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNR, 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, unpaid rent, cost of cleaning and 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 parties represented themselves.

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 and stated that she had not filed 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, unpaid rent, cost of cleaning and the filing fee?

Background and Evidence

The tenancy started on August 01, 2018. The monthly rent was \$1,200.00 due in advance on the last day of each month. Prior to moving in the tenant paid a security deposit of \$600.00. The tenant stated that on July 11, 2019 she informed the landlord by text message that she would be moving out at the end of July 2020. The landlord agreed that he had received the notice to end tenancy by text message and stated that he requested the tenant to provide a formal notice which she did not.

The tenant stated that she moved out on July 31, 2019 and agreed that she did not provide a forwarding address to the landlord. The landlord contacted the tenant through her place of employment.

The landlord testified that the tenant left the unit in a dirty condition and that the carpet had not been professionally cleaned. The landlord referred to a term in the tenancy agreement that required the tenant to have the carpet professionally cleaned at the end of tenancy. The landlord cleaned the rental unit and shampooed the carpets at his own cost and filed receipts to support his monetary claim.

The landlord stated that he had made prior travel arrangements and was out of town on July 31, 2019. The landlord testified that he started looking for a tenant upon his return on August 10, 2019 but did not file any proof of his efforts to find a tenant. The landlord stated that he found a new tenant for October 01, 2019 and is claiming unpaid rent for August plus loss of income for September 2019.

The landlord is claiming the following:

1.	Rent for August 2019	\$1,200.00
2.	Loss of income for September 2019	\$1,200.00
3.	Cleaning	\$150.00
4.	Carpet cleaning	\$90.00
5.	Filing fee	\$100.00
	Total	\$2,740.00

Analysis

1. Rent for August 2019

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 tenant's evidence in respect of the date she gave the landlord notice to end the tenancy. The landlord confirmed that he received the tenant's notice to end tenancy on July 11, 2019 by way of a text message.

Since rent is due on the last day of each month, by providing notice on July 11, 2019, the earliest the tenant could end the tenancy was August 31, 2019.

In this case, based on the above, I find that the landlord is entitled to rent for the month of August 2019.

2. Loss of income for September 2019

The landlord stated that despite his efforts to find a new tenant for September, he was unsuccessful and was able to find a tenant for the month of October 2019. The landlord is claiming the loss of income he suffered for the month of September 2019.

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.

The landlord agreed that he received the tenant's notice to end tenancy by text message on July 11, 2019 but stated that he did not accept it and requested a formal notice to end tenancy. The landlord admitted that he started looking for a tenancy upon his return on August 10, 2019. The landlord did not file any documents to support his testimony regarding his efforts to find a tenant.

Based on my findings and section 7 of the *Residential Tenancy Act* I find that the landlord has not proven that he made sufficient efforts to minimize the loss he suffered. Accordingly, I dismiss the landlord's claim to recover the loss of income that he is claiming.

3. Cleaning - \$150.00

4. Carpet cleaning - \$90.00

The landlord filed copies of invoices for the cost of the above items.

Residential Tenancy Policy Guideline#1 addresses the responsibility for the residential premises. With regard to carpets, the guideline states:

Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year.

The tenancy ended after one year and the tenant agreed that she did not have the carpets professionally cleaned.

Based on Guideline #1, the testimony of both parties, the term in the tenancy agreement and the documents filed into evidence, I find that the tenant is responsible for the cost of general cleaning and carpet cleaning.

5. Filing fee - \$100.00

The landlord has proven most of his claim and therefore I award the landlord the recovery of the filing fee.

Overall the landlord has proven the following claim:

1.	Rent for August 2019	\$1,200.00
2.	Loss of income for September 2019	\$0.00
3.	Cleaning	\$150.00
4.	Carpet cleaning	\$90.00
5.	Filing fee	\$100.00
	Total	\$1,540.00

Overall the landlord has established a claim of \$1,540.00. I order that the landlord retain the security deposit of \$600.00 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 \$940.00. 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 **\$940.00**.
The landlord may retain the security deposit.

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: May 07, 2020

Residential Tenancy Branch