



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MND, 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, painting, and for the filing fee.

Both parties attended this hearing and were given a 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. 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, the cost of cleaning, painting, and the filing fee?

Background and Evidence

The background facts are generally undisputed. The tenancy started on July 01, 2019 for a fixed term of one year with an end date of June 30, 2020. The monthly rent was \$1,150.00 due in advance on the 1st of each month and did not include utilities. Prior to moving in the tenant paid a security deposit of \$575.00 which is currently held by the landlord.

A copy of the tenancy agreement was filed into evidence. The tenant agreed that she was required to pay one third of the utility bill. The rent included internet. The rental unit consists of a suite in the basement of the landlord's home. The landlord lives on the upper floor.

The landlord stated that on May 22, 2020, the tenant gave written notice by text message to end the tenancy effective June 15, 2020. On May 25, 2020, the tenant sent a text message to the landlord informing the landlord that she had paid her share of utilities and requested the landlord to use the damage deposit of \$575.00 for rent for June 01 to June 15, 2020. On June 01, 2020, the landlord made this application.

The tenant requested a move out inspection on June 14, 2020 but the landlord was not available. The move out inspection was conducted on June 16, 2020 and the landlord created a report which noted deficiencies in the condition of the rental unit. The tenant refused to sign the report.

The landlord stated that just prior to the move out inspection, she moved the refrigerator and stove and found that the tenant had not cleaned under the appliances. During the move out inspection, the tenant offered to clean but the landlord declined. The landlord had the unit cleaned on June 19, 2020 and filed a copy of the receipt into evidence.

The landlord stated that the carpet was not shampooed and was dirty in the high traffic areas. The tenant stated that she had borrowed carpet shampooing equipment from her parents but agreed that she did not shampoo the entire carpet. The landlord filed a copy of the receipt for the cost of shampooing the carpet.

The landlord stated that the tenant put two screws in the walls and therefore the walls had to be painted. The landlord filed a quote for the cost of doing so.

The landlord is claiming the following:

1.	Rent for June 2020 plus late fee	\$1,175.00
2.	Cleaning	\$126.00
3.	Painting	\$150.00
4.	Carpet cleaning	\$200.00
5.	Utilities	\$90.00
6.	Filing fee	\$100.00
	Total	\$1,841.00

Analysis

1. Unpaid rent for June 2020 plus late fee- \$1,175.00

Section 45(2) of the *Residential Tenancy Act* states that a tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that:

- (a) Is not earlier than one month after the date the landlord receives the notice
- (b) Is not earlier than the date specified in the tenancy agreement as the end of the tenancy and
- (c) Is the day before the day in the month on which the tenancy is based that rent is payable under the tenancy agreement.

Based on the sworn testimony of both parties, I find that, on May 22, 2020, the tenant gave notice to end the tenancy effective June 15, 2020 which is prior to the end date of the fixed term (June 30, 2020). By ending the tenancy prior to the end date of the fixed term, the tenant breached the tenancy agreement. The landlord is claiming a loss of income that resulted from this breach. I find that the landlord is entitled to her claim for rent. Since the tenant failed to pay rent on June 01, 2020, the landlord is also entitled to recover the late fee of \$25.00. I award the landlord her claim of \$1,175.00

2. Cleaning - \$400.00

Based on the photographs filed into evidence, I find that the tenant did not clean under the refrigerator and the stove. However, on June 16, 2020, the tenant offered to clean but the landlord declined the offer. The landlord hired a cleaner and filed a receipt in the amount of \$126.00.

I find that the landlord could have mitigated her losses by allowing the tenant to finish cleaning but chose to deny the tenant the opportunity to do so. Therefore, I find that the landlord is not entitled to the cost of cleaning.

3. Painting - \$150.00

The landlord stated that she had the unit painted on August 15, 2020 which is two months after the tenancy ended. The landlord filed a copy of an estimate for the cost of painting. The tenant stated that she put two screws in the wall and denied other damage to the wall. I find that the landlord has not proven her claim for the cost of painting.

4. Carpet cleaning - \$200.00

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 tenant agreed that she did not shampoo the entire carpet and the landlord filed a copy of the receipt for cost of shampooing the carpet. Therefore, I award the landlord her claim of \$200.00.

5. Utilities - \$90.00

The landlord estimated that the cost of the tenant's share of utilities for June 2020 was \$90.00. However, the landlord has since received the invoice for the last month of tenancy. Since the tenant moved out on June 15, 2020 and had the landlord's permission to make a deduction for the loss of the use of the internet, the tenant's share worked out to \$34.50.

6. Filing fee - \$100.00

Since the landlord has proven her claim, I award the landlord the recovery of the filing fee

The landlord has established an entitlement as follows:

1.	Rent for June 2020 plus late fee	\$1,175.00
2.	Cleaning	\$0.00
3.	Painting	\$0.00
4.	Carpet cleaning	\$200.00
5.	Utilities	\$34.50
6.	Filing fee	\$100.00
	Total	\$1,509.50

Overall, the landlord has established a claim of \$1,509.50. I order that the landlord retain the security deposit of \$575.00 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 \$934.50. 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 **\$934.50**

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: August 28, 2020

Residential Tenancy Branch