



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDL-S, MNDCL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for damage to the rental unit, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

On December 12, 2020 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that on, or about, March 18, 2021 this evidence was posted on the Tenant's mailbox, which was located inside of the lobby of the on March 18, 2021, although he is not absolutely certain of the date. I find that this evidence was served pursuant to section 88(g) of the *Residential Tenancy Act (Act)* and it was accepted as evidence for these proceedings.

On April 05, 2021 the Tenant submitted evidence to the Residential Tenancy Branch. The Landlord stated that this was served to him, by mail, on April 12, 2021. As this evidence was properly served to the Landlord, it was accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Preliminary Matter

When the Tenant submitted evidence to the Residential Tenancy Branch on April 05, 2021, she declared that “Regarding the hearing was Tuesday, April 20, 2021 at 1:30 pm I was waiting for 2 hours in line but nobody joined”. I find this declaration non-sensical, as that declaration was made well before the hearing was convened on April 20, 2021.

This declaration does not cause me to conclude that the Tenant was unable to attend the hearing today.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit, to compensation for lost revenue, and to keep all or part of the security deposit?

Background and Evidence

The Landlord stated that:

- the tenancy began on September 01, 2017;
- the Tenant agreed to pay monthly rent of \$1,000.00 by the first day of each month;
- the Tenant paid a security deposit of \$462.50;
- on November 03, 2020 the Tenant gave the Landlord notice of her intent to end the tenancy on November 30, 2020;
- the rental unit was vacated on November 30, 2020;
- the Landlord advertised the unit on a popular website and was able to find a new renter for December 15, 2020; and
- the Landlord is seeking compensation of \$500.00 as the improper notice to end prevented him from finding a new renter for December 01, 2020.

The Landlord is seeking compensation, in the amount of \$168.38, for cleaning the rental unit. The Landlord submitted photographs which show the rental unit required cleaning.

The Landlord submitted a receipt to show that he paid \$18.38 for cleaning supplies and 2 light bulbs which needed replacing.

The Landlord stated that he spent approximately 5 hours to clean the rental unit.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

Section 45(1) of the *Act* stipulates 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, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement. For the Tenant to end the tenancy on November 30, 2020 in accordance with section 45(1) of the *Act*, she needed to serve her written notice to end the tenancy on, or before, October 31, 2020.

I find that the Tenant did not comply with the *Act* when she did not provide the Landlord with notice of her intent to vacate in a manner that complies with section 45 of the *Act*. I find that the improper notice prevented the Landlord from finding new tenants for December 01, 2020, as the improper notice did not guarantee the Landlord would have legal possession of the unit on that date. I find that the Landlord is therefore entitled to compensation for loss of revenue for the period between December 01, 2020 and December 14, 2020, in the amount of \$500.00.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I find the photographs clearly establish that cleaning was required and, in particular, that numerous stickers needed to be removed from several places in the unit. I find that the Landlord's claim of compensation for cleaning is reasonable for the time/expense of cleaning and I grant the claim of \$168.38.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$768.38, which includes \$500.00 for lost revenue, \$168.38 for cleaning, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$462.50 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$305.88. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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 *Act*.

Dated: April 20, 2021

Residential Tenancy Branch