



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: MND MNR MNSD MNDC FF

## Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit as partial compensation for the monetary claim. Both the landlord and the tenant participated in the teleconference hearing.

## Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

## Background and Evidence

The tenancy began on December 1, 2007 as a one-year fixed term tenancy, with monthly rent in the amount of \$825. At the outset of the tenancy the landlord received from the tenant a security deposit of \$422.50. On November 1, 2008 the landlord and tenant signed an agreement to renew the lease, at an increased rent of \$850, until March 30, 2009. In a letter dated March 31, 2009, the tenant gave notice that he intended to vacate the rental unit on April 30, 2009. The landlord's evidence was that he received the letter on April 8, 2009. On May 8, 2009 the tenant finished cleaning, carried out a joint move-out inspection with the landlord and returned the keys.

The landlord's evidence regarding his monetary claim was as follows. The landlord placed ads on Craigslist and attempted to re-rent the unit. However, because of the tenant's late notice, late move-out and the need to do cleaning and repairs, the landlord was unable to re-rent until June 1, 2009. The landlord has claimed \$850 in lost revenue for May 2009. The landlord has also claimed "administrative costs" of \$250 and an additional \$100 pursuant to the original tenancy agreement, on the grounds that the

tenant agreed to renew the lease on the same terms as the original lease, and the tenant then broke the lease.

The landlord submitted that the rental unit was not clean when the tenant vacated, and he therefore had to carry out cleaning. The landlord claimed \$160 for eight hours of cleaning at \$20 per hour, and indicated that this included the time required to remove the blinds, deliver them for professional cleaning, and subsequently pick them up and re-install them. The landlord also claimed \$35.78 for the blinds cleaning, as per the submitted receipt. In support of his claim, the landlord submitted photographs depicting the condition of the rental unit after the tenant vacated.

The landlord claimed \$275.80, as per a submitted receipt, for repair of broken glass in one of the rental unit's windows. The landlord's testimony was that the window was not damaged at the time the tenant moved in, and there was a large crack in it at the time the tenant moved out. The tenant signed the move-in inspection report and did not note any cracks in the window at that time.

The landlord also submitted that the tenant had badly scratched the wood floors, and the landlord therefore had to carry out necessary repairs of the floor. The landlord has claimed \$100 for four hours of his work at \$25 per hour, to pick up a sander, sand and varathane the floor and return the sander, and then apply two coats of varathane. The landlord also claimed \$202.15 for the cost of renting the sander, and \$15 for the cost of varathane.

The tenant's response to the landlord's claim was as follows. The landlord and tenant did not carry out a move-in inspection together. Rather, the landlord gave the tenant the move-in inspection report to review and sign. The tenant signed the move-in inspection, but the landlord did not. The tenant noticed damage to the floors and a small crack in the window, but did not feel it was necessary to include those items on the move-in inspection report. The tenant did not further damage the floors, and the crack in the window became aggravated by cold weather. The tenant brought the issue of the cracked window to the landlord's attention during the tenancy. The tenant

thought that the landlord's claim for cleaning costs was punitive, and that it did not take into account normal wear and tear in a 1950s building. The tenant argued that it was excessive for the landlord to remove the blinds and take them out for professional cleaning.

### Analysis

In considering all of the documentary, photographic and testimonial evidence presented by both parties, I find as follows.

The tenant did not move out of the rental unit until May 8, 2009, and the landlord was required to carry out further cleaning after that date. I accept the landlord's testimony that he attempted to re-rent the unit as soon as possible but was unable to do so until June 1, 2009. I therefore find that the landlord is entitled to \$850 in lost revenue for May 2009.

In regard to the "administrative costs," I find that the landlord cannot rely on the terms of the original tenancy agreement to claim these amounts. The written agreement to renew the tenancy agreement extended the tenancy to March 30, 2009. The tenancy continued beyond that date and therefore reverted to a month-to-month tenancy. The landlord therefore cannot claim what amount to liquidated damages, and I dismiss that portion of the landlord's claim.

In regard to cleaning, I find that the landlord's evidence, in particular the photographs, demonstrate that some further cleaning was required. However, I do not find the landlord's claim for time spent removing, transporting and re-installing the blinds to be reasonable. Further, the landlord did not provide a specific breakdown of the amount of time spent for the blinds and for other cleaning. I therefore find that the landlord is entitled to compensation for four hours of cleaning, at \$20 per hour, for a total of \$80. I find the amount claimed for the blinds cleaning of the blinds is reasonable, and I will allow the amount claimed of \$35.78.

The landlord did not deny that the tenant brought the issue of the cracked window to his attention. I accept the tenant's testimony on this point, and I decline to allow the landlord the amount claimed for glass repair.

In regard to the amount claimed for floor repairs, I find that the landlord's evidence is not persuasive that the tenant caused the damage. The floors were clearly old and previously scratched, and it is difficult to assess what amount of scratching would amount to normal wear. The move-in inspection report notes marks and stains on the floor in the kitchen/dining area, the living room and the bedroom. I therefore dismiss this portion of the landlord's claim.

The landlord is entitled to compensation of \$965.78, as well as recovery of the \$50 filing fee for the cost of his application.

### Conclusion

The landlord is entitled to a total claim of \$1015.78. I order that the landlord retain the deposit and interest of \$429.38 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$586.40. This order may be filed in the Small Claims Court and enforced as an order of that Court.