

DECISION

Dispute Codes FF, MNDC, MND, MNSD

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$1443.36 and a request to retain the full security deposit towards the claim. The applicant is also requesting recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- The tenant left the rental unit in need of substantial cleaning, he had smoked in the rental unit even though was a non-smoking unit and he also left the unit extremely dirty. As a result he had to do 15 hours of cleaning.
- The tenant also passed out drunk in the rental unit leaving the stove burners on but unlit, causing build-up of natural gas in the rental unit that required a response from the police and fire department.

- Because of the natural gas issue the gas company turned off the gas and he was required to have a gas fitter come in to check everything. He believes the tenant should have to pay for the gas fitter fee.
- Since the tenant gave no notice before moving it made it impossible to clean the unit and re-rent it before the next rental period. And therefore he lost the rental revenue for November 2010.
- The tenant also had a habit of getting drunk and passing out and then urinating and as a result the carpets were urine soaked and had to be cleaned, a lazy boy chair was urine soaked and had to be cleaned, and a urine soaked mattress, boxspring, and comforter all had to be replaced.

The applicant is therefore requesting an order as follows:

15 hours of cleaning	\$225.00
Lost rental revenue	\$550.00
Carpet and chair cleaning	\$122.08
Replace urine soaked mattress and box spring	\$222.11
Replace comforter	\$40.00
Filing fee	\$50.00
Total	\$1493.36

The respondent testified that:

- He left the rental unit in clean condition when he vacated.
- He has seizures and passed out due to a seizures, and did accidentally leave the gas on; however he does not believe he should have to pay for the gas fitter bill, because he did no damage to the gas appliances.
- He does not deny that at times during seizures he has urinated on the furniture and carpets, however he believes that the landlord could replace the items at far less than the amounts he is claiming.

Analysis

It is my decision that the landlord has shown that the rental unit was left in need of extensive cleaning and therefore I allow the claim for cleaning.

I deny the claim for the gas fitter bill however because although the need to call in the gas fitter may have resulted from the original incident of leaving on the gas, the gas fitters invoice clearly shows that three leaks were found on the gas line, and there is no evidence to show that they resulted from any negligence on the part of the tenant.

I will allow the claim for lost rental revenue, because even though the landlord agreed to let the tenant end the tenancy on short notice, the tenant left the rental unit in such poor condition and a substantial amount of time was needed to clean the unit and make it ready for re-renting, thereby causing lost rental revenue for the following rental period.

I also allow the landlords claims for cleaning the urine soaked carpet and chair, and replacing the bed and comforter, because even though the damage may have occurred as a result of seizures suffered by the tenant, the tenant is still liable for replacement or cleaning of those damaged items. I further find that the amounts claimed for replacement of the items is reasonable.

Therefore I have allowed the following portion of the landlords claim:

15 hours out of cleaning	\$225.00
Carpet and chair cleaning	\$122.08
Replace mattress and box spring	\$222.11
Replace comforter	\$40.00
Filing fee	\$50.00
Total	\$1209.19

Conclusion

I have allowed \$1209.19 of the landlords claim. The landlord may therefore retain the full security deposit of \$275.00 and I have issued a monetary order in the amount of \$934.19.

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: February 28, 2011.

Residential Tenancy Branch