



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application filed by the landlord seeking:

1. A monetary Order;
2. An Order to be allowed to retain a portion of the security deposit; and
3. Recovery of the filing fee.

Both parties appeared at the hearing of this matter and gave evidence under oath.

Issue(s) to be Decided

Is the landlord entitled to a monetary Order?

Background and Evidence

The landlord testified that this tenancy was set for a fixed term ending July 31, 2011 however the tenant gave notice and then vacated the rental unit as of March 31, 2011 prior to the end of the fixed term. The landlord says he was able to mitigate his damages by re-renting the premises but he had to advertise in order to do so and he is therefore seeking recovery of the advertising costs of the sum of \$58.22. The landlord says further that the tenancy agreement contains a clause in which the tenant agreed to have the carpets cleaned and this was not done. The landlord incurred carpet cleaning expenses on \$110.88 and provided a receipt for this sum.

The tenant testified that he did not clear the carpets because they did not need cleaning.

Analysis and Findings

With respect to the claim for the advertising costs, such costs are generally one of a number of costs a landlord may incur in the course of his business of being a landlord. While I realize that the landlord may not have budgeted for these costs until July (when

the original term of the lease was to have ended) the fact that they occurred in April is, I find, not a sufficient hardship to the landlord that the tenant should be forced to reimburse the landlord for this cost of doing business.

With respect to the carpet cleaning, the tenant agreed to clean the carpets at the end of the tenancy. I find that he remained responsible for performing this task regardless of whether the carpets appeared dirty or not. I will therefore allow the landlord's claim in the sum of \$110.88.

As the landlord has been successful in the bulk of his monetary claim I will allow him to recover the \$50.00 filing fee paid for this application.

The total monetary award in favour of the landlord is therefore \$160.88. The landlord holds a security deposit in the sum of \$370.00 paid February 3, 2011. That deposit has accrued no interest. I direct the landlord to deduct \$160.88 from the security deposit and return \$209.12 to the tenant forthwith. In the event that the landlord does not return this sum forthwith the tenant has been provided with an Order enforceable in the Provincial Court of British Columbia to recover this sum.

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*.
