



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF

Introduction

This hearing dealt with an application by the landlord for monetary compensation. Both landlords and the tenant participated in the conference call hearing.

In the hearing, the tenant confirmed that she received the landlord's application for dispute resolution and notice of the hearing. However, she did not receive the landlord's further evidence, sent by registered mail on January 25, 2013. The landlord complied with service requirements under the Act, and I found that the tenant was deemed served with the landlord's evidence on January 30, 2013. In the hearing the tenant was responded verbally to the landlord's evidence.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on February 1, 2012. Rent in the amount of \$1350 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$675. The parties agreed that the rent was later reduced to \$1300 per month. The tenancy ended in November 2012. The landlord acknowledged that no move-in inspection was carried out at the outset of the tenancy.

Landlord's Evidence

The landlord stated that the tenant did not pay rent for November 2012, and then the landlord discovered on November 21, 2012 that the tenant was moving out of the rental unit. Because the tenant moved out without notice, the landlord was unable to re-rent the unit for December 2012, and he is claiming lost revenue for December 2012. The landlord stated that the tenant did not clean everything or remove garbage before moving. The landlord has therefore also claimed the following:

- 1) \$218.49 for replacement of curtain rods and curtains

- 2) \$32.47 for replacement of burner on stove
- 3) \$200 for carpet cleaning
- 4) \$600 for 20 hours of cleaning and garbage removal, at \$30 per hour

In support of their claim, the landlord submitted the following receipts: \$128.49 for curtain rods and curtains; \$32.47 for stove burner; \$100 for carpet cleaning; \$90 for garbage removal.

Tenant's Response

The tenant stated that she gave the landlord verbal notice that she was going to move out. The landlord knew that the tenant was unhappy with the downstairs tenants, and he was fully aware that she was moving out.

The tenant acknowledged leaving behind an armoire, which the downstairs tenant said she would take. The tenant also left behind a swing set and two plants. The tenant stated that she cleaned the rental unit before she moved, but she did not clean the cupboards in the kitchen because there were mouse droppings, she has an allergy, and the droppings were the landlord's responsibility to clean because the mice came from the downstairs unit. The tenant did not clean the carpets because they had been steam-cleaned two months earlier. Since the outset of the tenancy, there was one paint stain on the carpet, the element on the stove was broken, and there were no curtains or rods.

Analysis

Landlord's Monetary Claim

Upon consideration of the evidence, I find as follows. I find that the landlord is entitled to unpaid rent for November 2012, in the amount of \$1300. The landlord did not provide evidence that they attempted to re-rent the unit as soon as possible, and I therefore find they are not entitled to lost revenue for December 2012.

The landlord did not carry out a move-in inspection at the outset of the tenancy, and he therefore cannot establish the condition of the unit at the outset. Therefore, the portions of the landlord's claim regarding the curtain rods, curtains and the burner on the stove are dismissed.

The tenant acknowledged leaving some large items behind, including an armoire and a swing set. I therefore accept the landlord's claim for garbage removal, in the amount set out in the receipt, \$90.

The landlord did not provide photographs or other evidence to support their claim for cleaning. Further, the landlord did not dispute the tenant's testimony that the carpets had been steam cleaned two months before the tenancy ended. I therefore find that the landlord is not entitled to the amounts claimed for cleaning and carpet cleaning.

As the landlord's claim was only partially successful, I find they are not entitled to recovery of the filing fee for the cost of their application.

Conclusion

The landlord is entitled to \$1390. I order that the landlord retain the security deposit of \$675 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$715. This order may be filed in the 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 *Residential Tenancy Act*.

Dated: April 8, 2013

Residential Tenancy Branch

