



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, MNR, FF, O

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord. Both files were to be heard together; however the tenant did not join the conference call that was scheduled for the hearing, and therefore the tenant's application has been dismissed.

The landlord testified that the tenant was served with notice of the hearing and hearing documents for her application, by personal service, on March 21, 2017; however, as stated above, the tenant did not join the conference call that was scheduled for the hearing.

It is my finding that the tenant has been properly served with notice of the hearing and hearing documents for the landlord's application, and I therefore conducted a hearing on the landlord's application, in the tenant's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the landlord has established monetary claim against the tenant, and if so in what amount.

Background and Evidence

The landlord testified that this tenancy began on April 1, 2014 and a security deposit of \$375.00 had been collected on March 15, 2014.

The landlord further testified that, on June 23, 2016, a one-month Notice to End Tenancy for cause was posted on the tenant's door.

The landlord further testified that, since the tenant did not file a dispute of the one-month Notice to End Tenancy, she entered into a new tenancy agreement with new tenants for August 1, 2016.

The landlord further testified that on July 29, 2016, she received a text from the tenant stating he would not be vacating by the end of the month, and that he would be staying to the end of August 2016.

The landlord testified that, as a result of the tenant's failure to vacate the rental unit at the end of July 2016, she had to pay \$800.00 in compensation to the new tenants to cover the extra costs they had as a result of the rental unit not being available to them.

The landlord further testified that, the respondent served her with notice that he would vacate the rental unit on August 30, 2016, and therefore again she entered into a new tenancy agreement, with new tenants for September 1, 2016.

The landlord further testified that, again, the tenant failed to vacate the rental unit at the end of August 2016, which, again, cause great difficulties for the new tenants, as their belongings had to be put in storage, and they had to rent temporary accommodation until they could get access to the rental unit. As a result she therefore had to pay \$250.00 compensation to the new tenants.

The landlord further testified that the respondent left the carpets in the rental unit badly stained, and, as a result, she had to have the carpets cleaned, at a cost of \$84.00, and even still the stains did not come out.

The landlord further testified that, the tenant had allowed urine to soak into the wooden toilet seat, and, as a result, the toilet seat could not be cleaned and she could not get the urine smell out of the seat, and therefore it had to be replaced.

The landlord further testified that, the tenant also failed to do any cleaning in the rental unit, and as a result she had to hire professional cleaners to clean the unit before the new tenants could move in.

The landlord further testified that the respondent had damaged the stove and oven during the tenancy and as a result the oven door would no longer close properly, and therefore she had to replace the oven at a cost of \$400.00.

The landlord further states that, since the tenant did not give the required one clear month Notice to End Tenancy, she believes he should also pay the full September 2016 rent.

The landlord is therefore requesting a monetary order as follows:

Compensation paid to tenants who could not move in August 1, 2016	\$800.00
September 2016 rent	\$787.00
Reimbursement to tenants who could not move in September 1, 2016	\$250.00
Carpet cleaning	\$84.00
Toilet seat	\$44.79
Suite cleaning	\$290.00
Replace stove	\$400.00
Filing fee	\$100.00
Total	\$2755.79

The landlord is also requesting an order to retain the full security deposit of \$375.00 towards the claim, and requested a monetary order be issued for the difference.

Analysis

It is my decision that I will allow the landlords claim for compensation paid to the tenants who were unable to move into the rental unit on August 1, 2016. The landlord has provided evidence to show that the tenant was properly served with a one-month Notice to End Tenancy, and therefore he should have vacated at the end of July 2016.

I will not however allow the landlords request for September 2016 rent, because, even though the tenant did not give the required one clear month Notice to End Tenancy, the landlord was able to re-rent the unit for the month of September 2016.

I will allow the landlords request for reimbursement to the tenants who could not move in on September 1, 2016 however, because, again, the tenant failed to vacate the rental unit on the date required.

I also allow the landlords claim for carpet cleaning and general cleaning, as it's obvious from the photo evidence that this rental unit was left in need of significant cleaning.

I also allow the landlords claim for replacing toilet seat that was left filthy, stained, and with an odor that could not be removed.

I also allow the landlords claim for replacing the stove that was damaged during the tenancy, as the stove was listed in good condition on the move-in inspection report and was badly damaged at the end of the tenancy.

Therefore the total claim I have allowed is as follows:

Compensation paid to tenants who could not move in August 1, 2016	\$800.00
Reimbursement to tenants who could not move in September 1, 2016	\$250.00
Carpet cleaning	\$84.00
Toilet seat	\$44.79
Suite cleaning	\$290.00

Replace stove	\$400.00
Filing fee	\$100.00
Total	\$1968.79

Conclusion

I have allowed \$1968.79 of the landlords claim, and I therefore order that the landlord may retain the full security deposit of \$375.00, and I have issued a monetary order for the tenant to pay \$1593.79 to the landlord. The remainder of the landlord's application is dismissed without leave to reapply.

The tenant's application is dismissed in full without leave to reapply.

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 12, 2017

Residential Tenancy Branch