



# Dispute Resolution Services

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

## Decision

Dispute Codes: MND, MNR, MNSD, FF

### Introduction

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence, to cross-examine the other party, and to make submissions to me.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary order for damage to the rental unit; a monetary order for unpaid rent; to retain all or part of the security deposit; and to recover the filing fee for the cost of this Application for Dispute Resolution.

### Background and Evidence

The Agent for the Landlord and the Agent for the Tenant agree that this tenancy began on December 01, 2004, and that the Tenant vacated the rental unit at the end of July, 2008. The parties agree that the Tenant was required to pay monthly rent of \$674.70 and that she paid a security deposit of \$312.50 on October 29, 2004.

The Landlord is seeking compensation, in the amount of \$0.44, from rent that was overdue from July of 2008. The Agent for the Tenant does not dispute that this amount of rent is outstanding.

The Landlord is seeking compensation, in the amount of \$674.70, for rent from August of 2008. The Landlord is seeking compensation for loss of rent for August because the Tenant did not give written notice of her intent to vacate the rental unit on July 31, 2008. Due to the lack of written notice, the Agent for the Landlord stated that the rental unit remained vacant during the month of August.

The Agent for the Tenant stated that the Tenant verbally advised the Landlord of her intent to vacate the rental unit in the middle of June of 2008. She stated that the Tenant subsequently attempted to personally deliver written notice of her intent to vacate the

rental unit at the end of July to the caretaker on July 02, 2008. The Agent for the Tenant stated that the agent for the Landlord refused to accept the written notice.

The Agent for the Landlord #2 stated that the Tenant did not attempt to give written notice to the caretaker. She stated that she asked the Tenant if she was intending to vacate the rental unit, after hearing a rumour to that effect, but was advised to "mind her own business". The Agent stated that there is a drop box in the office where the Tenant could have placed the written notice to end tenancy.

The Landlord is seeking compensation, in the amount of \$350.00, for ten hours of cleaning; \$45.00 for cleaning four sets of blinds; and \$110.00 for cleaning the carpet. The Agent for the Landlord stated that the rental unit was not cleaned by the Tenant at the end of the tenancy, and that it was subsequently cleaned by employees of the Landlord.

The Agent for the Tenant agreed that the rental unit was not cleaned at the end of the tenancy. She stated that the rental unit was not cleaned at the end of the tenancy because they had heard from other occupants of the residential complex that the locks to the rental unit had been changed. She stated that the Tenant would have cleaned the carpet, the blinds, and the entire rental unit if she believed she could access the rental unit. The Agent for the Tenant acknowledged that the Tenant did not attempt to enter the rental unit at the end of the tenancy to determine if the locks had been changed.

The Agent for the Landlord #2 stated that the locks to the rental unit were not changed at the end of this tenancy.

The Landlord is seeking compensation, in the amount of \$540.00, to replace a window in the rental unit that was broken in May of 2007. The Agent for the Landlord#2 stated that the window was broken by the Tenant's boyfriend and was not replaced by the Landlord in May of 2007 due to the fact that the Landlord believed it was the Tenant's responsibility to repair the window.

The Agent for the Tenant stated that the Tenant was not home when the window was broken; that it was broken from the outside; and that the Tenant does not know who broke the window.

The Agent for the Landlord#2 stated that she has an internal incident report that indicates the window was broken by the Tenant's boyfriend, which was not submitted in evidence. The Agent stated that the police attended this incident and that she has a police report number. A copy of the police report was not submitted in evidence.

### Analysis

As the Agent for the Tenant did not dispute that the Tenant still owes \$0.44 in rent from July of 2008, I find that the Landlord is entitled to a monetary Order for this amount.

Section 45 of the *Residential Tenancy Act (Act)* stipulates, in part, that a tenant may end a tenancy on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is due. Section 52 of the *Act* requires that the notice to end tenancy be provided in writing.

I find that the Tenant did not give proper written notice to end this tenancy, as is required by section 45 of the *Act*. Even if I accepted the Tenant's evidence that she attempted to give the Landlord written notice to end tenancy on July 02, 2008, that does not comply with the timelines established by section 45 of the *Act*. To comply with the timelines established by section 45 of the *Act*, the Tenant should have served the Landlord with written notice on June 30, 2008 if she wished to end this tenancy on July 30, 2008.

As the Tenant failed to comply with section 45 of the *Act*, I find that she is liable to compensate the Landlord for any damages that flow from her non-compliance with the *Act*. In these circumstances, the Landlord lost rental income from August of 2008 due to the fact that they did not receive proper notice to end this tenancy, and I find that the Tenant must compensate the Landlord in the amount of \$674.70.

I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the rental unit reasonably clean at the end of the tenancy. I do not accept the Tenant's argument that they were prevented from cleaning the rental unit because the locks had been changed, due to the fact that the Landlord denies the locks were changed and that the Tenant did not attempt to access the rental unit after hearing a rumour that the locks had been changed. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*.

I accept that the Landlord spent 10 hours cleaning the rental unit, however I find that the claim of \$35.00 per hour for cleaning is unreasonable. I find that the Landlord is entitled to compensation of 10 hours of cleaning at a rate of \$20.00 per hour, for a total of \$200.00. I find that the Landlord is entitled to \$110.00 for cleaning the carpet and \$45.00 for cleaning the blinds, as I find these to be reasonable expenses.

After hearing the statements of both parties regarding the damaged window, I find that the Landlord has submitted insufficient evidence to establish that the window in this rental unit was damaged by the Tenant or a guest of the Tenant. In reaching this conclusion I was strongly influenced by the inability of the Landlord to clarify how they knew the Tenant's boyfriend broke the window. On this basis, I dismiss the Landlord's application for compensation for the broken window.

I find that the Landlord is entitled to retain the Tenant's security deposit plus interest, in the amount of \$322.26, in partial satisfaction of the monetary claim.

I find that the Landlords application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,080.14, which is comprised on \$0.44 in unpaid rent from July of 2008; \$674.70 in loss of revenue from August of 2008; \$355.00 in cleaning costs and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord will be retaining the Tenant's security deposit plus interest, in the amount of \$322.26, in partial satisfaction of the claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$757.88. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Date of Decision: September 18, 2008

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