



Dispute Resolution Services

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

Decision

Dispute Codes: MNSD, MNDC, FF

Introduction

This hearing dealt with an application from the landlords for a monetary order for compensation for loss of rental income, costs associated with cleaning and repair, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee for this application. The landlords attended the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the tenant did not appear.

Issue to be Decided

- Whether the landlords are entitled to a monetary order under the *Act*

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on March 15, 2008. Rent in the amount of \$850.00 was payable in advance on the first day of each month, and a security deposit of \$425.00 was collected at the start of tenancy.

On November 2, 2008, the tenant gave verbal notice of her intent to vacate the unit at the end of November. The tenant provided the landlords with written notice of her intent by letter dated November 4, 2008. Rent was paid in full to the end of November 2008. The exact time of the tenant's departure from the unit is unknown and she did not leave a forwarding address. However, the keys for the unit were left behind.

By way of their signatures on a Rental Agreement, the parties agreed that at the outset of tenancy the unit was in “excellent condition.” Pursuant to this document the parties also agreed that at the end of tenancy the unit would be left “perfectly clean.” Pictures submitted into evidence by the landlords show a unit in need of extensive cleaning, in addition to some repair and repainting following the tenant’s departure.

In spite of advertising, the landlords state they have thus far still been unable to find new tenants for the unit.

Analysis

Section 45 of the *Act* addresses **Tenant’s notice**, in part, as follows:

45(1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

In the circumstances of this dispute, the tenant has not complied with the above statutory provisions in her manner of giving notice.

As for a monetary order, based on the documentary evidence, the photographic evidence and the undisputed testimony of the landlords, I find the landlords have established a claim for \$1402.50. This is comprised of \$850.00 (loss of rental income for December 2008), \$132.50 (carpet cleaning), \$160.00 (other cleaning in the unit: 8 hours x \$20.00/hour), \$60.00 (replacement of missing baby gate), \$150.00 (minor repairs to unit, painting, disposal and dumping fees) and recovery of the \$50.00 filing fee for this application. I order that the landlord retain the security deposit of \$425.00

plus interest of \$5.09, and I grant the landlords a monetary order under section 67 of the *Act* for the balance due of \$972.41 (\$1,402.50 – \$430.09).

Conclusion

I hereby grant the landlords a monetary order under section 67 of the *Act* for **\$972.41**.

This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: January 30, 2009

Dispute Resolution Officer