



Dispute Resolution Services

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

DECISION

Dispute Codes: MNSD, MND, MNDC, MNR and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for unpaid rent and late fee, cleaning costs, and filing fee for this proceeding and authorization to retain the security deposit in set off. The landlord also claimed \$250 in liquidated damages but concurred that this provision had not been part of the subject tenancy and withdrew that part of the claim.

Issue(s) to be Decided

This matter requires a decision on whether the landlord has proven damages and losses. that the tenant was responsible for those, and that he amount claimed is the actual or appropriate cost of remediation.

Background and Evidence

This tenancy ran from August 1, 2003 to January 4, 2009. Rent was \$587.77 per month and the landlord holds a security deposit of \$242.50 paid on July 22, 2003.

During the hearing, the landlord gave evidence that the tenant had vacated the rental unit without giving notice.

The tenant stated that he had done so because the rental unit had become uninhabitable due to a flood that occurred on December 21, 2008. The landlord stated that the flood had become cleaning up as much as possible very quickly except for some delay when the tenant would not admit the restoration company.

The landlord also claims \$160 for general cleaning and \$40 for the cleaning of drapes. The landlord stated that the general cleaning – including appliances and cupboards was still necessary even after the work of the restoration company. She said the tenant did woodwork in the rental unit which contributed to the drapes requiring cleaning.

Analysis

Section 45 of the *Act* states that a tenant may end a periodic tenancy by giving notice at least one month in advance at least one day before rent is due. Section 7 of the *Act* states that if either party breaches the Act, that party must compensate the other for any loss that results.

In this instance, I find that the landlord is entitled to receive the unpaid rent plus late fee for January due to the tenant's failure to give notice. I further find that the landlord is entitled to recover the cost of cleaning not done by the tenant at the end of the tenancy.

In addition, I find that the landlord is entitled to recover the filing fee for this proceeding and authorization to retain the security deposit in set off as follows:

January rent	\$587.77
January late fee	25.00
General cleaning	160.00
Drapery cleaning	40.00
Filing fee	<u>50.00</u>
Sub total	\$862.77
Less retained security deposit	- 242.50
Less interest (April 10, 2008 to November 30, 2008)	- <u>8.59</u>
TOTAL	\$611.68

Thus, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for the balance of \$611.68 for service on the tenant.

March 17, 2009.

Dispute Resolution Officer