

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking a monetary order for unpaid rent, cleaning and repairs to the rental unit, and to retain the security deposit.

Although the Tenants were served with the Notice of Hearing and Application for Dispute Resolution by registered mail, under the Act deemed served five days after mailing, they did not appear.

The hearing proceeded with the Agent for the Landlord providing affirmed testimony and documentary evidence.

Issues(s) to be Decided

Is the Landlord entitled to a monetary order?

Background and Evidence

The parties entered into a written tenancy agreement in September of 2006, with a rent payment of \$874.00 per month. The Tenants paid the Landlord a security deposit of \$437.00 on September 11, 2006.

On February 9, 2009, the Tenants gave the Landlord a written Notice to End Tenancy, which was to be effective on February 28, 2009. The Tenants then modified their Notice to End for an effective date of March 31, 2009. The Landlord explained to the Tenants they would be responsible for the March rent, or until the unit was re-rented in March.

The Landlord and Tenants did both incoming and outgoing condition inspection reports. On the outgoing report the Tenants did not agree with the Landlord about a burned counter top they were being charged for and refused to sign the report allowing the Landlord to retain the security deposit. The Landlord filed a claim against the security deposit in the required time frame, within 15 days of the end of the tenancy.

The Landlord re-rented the unit on March 6, 2009, and claims for a pro-rated amount for the days prior to entering into a new tenancy agreement.

The Landlord claims against the Tenants for \$65.00 for carpet cleaning, \$98.44 for drapery cleaning, \$50.00 to repair the counter top, \$185.62 for pro-rated rent for March, \$25.00 for a late payment fee for March and the \$50.00 filing fee for this Application.

Analysis

I find the Landlord is entitled to a monetary order.

The Tenants were required to give the Landlord the required Notice to End Tenancy under the Act. If they wanted to end the tenancy on February 28, 2009, they should have given the Landlord the Notice to End Tenancy no later than January 31, 2009. They failed to give the required Notice to End Tenancy, and therefore are responsible for a portion of the March rent, until the Landlord re-rented the unit on March 7, 2009.

The Tenants were also responsible to clean the carpets and drapes, and to repair any damages they did to the rental unit.

Based on the evidence, affirmed testimony and on a balance of probabilities, I find the Tenants failed to clean the unit as required and failed to make repairs to the counter top in the kitchen. Based on the uncontradicted evidence, I accept the incoming condition inspection report that the counter top was not burned prior to the Tenants taking possession, and the outgoing condition inspection in which the counter top was burned during the tenancy.

Therefore, I allow the Landlord's monetary claim.

I find that the Landlord has established a total monetary claim of **\$474.06** comprised of \$65.00 for carpet cleaning, \$98.44 for drapery cleaning, \$50.00 to repair the counter top, \$185.62 for pro-rated rent for March, \$25.00 for a late payment fee for March and \$50.00 for the fee paid by the Landlord for this application. I order that the Landlord retain the deposit and interest of **\$450.91** in partial satisfaction of the claim and find a balance owing of \$23.15 to the Landlord. The Landlord agreed to waive a formal order for the balance due of **\$23.15**.

Conclusion

The Tenants breached the Act and tenancy agreement by failing to give proper Notice, and did not do the repairs or cleaning as required. The Landlord is granted a monetary order, may retain the security deposit and interest, and waives the balance due.

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: June 01, 2009.

Dispute Resolution Officer