



Dispute Resolution Services

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

Decision

Dispute Codes: MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application from the landlord for a monetary order as compensation for unpaid rent, compensation for damage or loss, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee for this application. Both parties participated in the hearing and gave affirmed testimony.

Issue to be Decided

- Whether the landlord is entitled to a monetary order under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the term of the tenancy was from February 15, 2008 to February 28, 2009. Thereafter, tenancy was to continue on a month-to-month basis. Rent in the amount of \$1,800.00 was payable in advance on the first day of each month, and a security deposit of \$900.00 was collected on January 24, 2008.

By letter dated February 20, 2009, the tenant informed the landlord of his intention to vacate the unit on March 9, 2009. Subsequently, the tenant vacated the unit on or about March 5, 2009. Included in his letter, the tenant set out his concerns about mice in the unit and about what he considered were the inadequate steps taken by the landlord to remedy that problem.

As the tenant failed to provide notice pursuant to the statutory requirements, in his application the landlord seeks compensation for unpaid rent for March 2009. Further,

the landlord seeks recovery of \$90.00 for the cost of cleaning drapes, \$50.00 for the cost of general cleaning required in the unit, and \$110.00 for the cost of carpet cleaning.

During the hearing the parties exchanged views around matters giving rise to the dispute and explored aspects of the dispute that might be resolved.

Analysis

Pursuant to section 63 of the Act, discussion between the parties during the hearing led to a partial resolution of the dispute. Specifically, it was agreed as follows:

- that the landlord will waive one - half the unpaid rent sought for March 2009 in the amount of \$900.00 (leaving the balance sought of \$900.00);
- that the landlord will waive the cost of carpet cleaning in the amount of \$110.00;
- that the parties agree the tenant will be responsible for the cost of cleaning drapes in the amount of \$90.00;
- that the parties agree the tenant will be responsible for the cost of general cleaning required in the unit in the amount of \$50.00;
- that the tenant's security deposit (excluding any consideration of interest) will be applied against the above claim.

Pursuant to the above particulars, in summary, the landlord is entitled to recovery of costs as follows:

\$900.00 – rent for March 2009

\$ 90.00 – cleaning drapes

\$ 50.00 – general cleaning in the unit

I also find that the landlord is entitled to recovery of the \$50.00 filing fee. The total amount of the landlord's claim is therefore \$1,090.00. I order that the landlord retain the tenant's security deposit of \$900.00, and I hereby issue a monetary order pursuant to section 67 of the Act in favour of the landlord for **\$190.00** (\$1,090.00 – \$900.00).

For the reference of the parties, section 45 of the Act addresses **Tenant's notice**. In particular, section 45(1) & (2) of the Act provides 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.

(2) A tenant may end a fixed term 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,

(b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and

(c) 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.

Section 38 of the Act speaks to **Return of security deposit and pet damage deposit**.

In particular, section 38(1) of the Act provides as follows:

38(1) Except as provided in subsection (3) or (4)(a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Finally, section 63 of the Act speaks to **Opportunity to settle dispute**, and states:

63(1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.

(2) If the parties settle their dispute during the dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.

The full text of the Residential Tenancy Act, Fact Sheets, Residential Tenancy Policy Guidelines and more, can be accessed via the website: www.rto.gov.bc.ca/

Conclusion

Pursuant to all of the above, I hereby grant the landlord a monetary order under section 67 of the Act for **\$190.00**. I order the tenant to FORTHWITH make cheque payment to the landlord in this amount. Should the tenant fail to comply, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: June 10, 2009

Dispute Resolution Officer