

DECISION

Dispute Codes MND, MNR, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for monetary orders for damage to the rental unit, for unpaid rent and for compensation under the Act and the tenancy agreement and to recover the filing fee for the Application.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on July 13, 2009, and deemed under the Act to be received five days later, the Tenant did not appear.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

Based on the affirmed testimony and uncontradicted evidence of the Landlord, I find the Tenant gave a Notice to End Tenancy to the Landlord on June 1, 2009, with an effective end date of June 30, 2009.

The Landlord explained to the Tenant that the Notice to End Tenancy was incorrect, in that it did not give the Landlord a full month of Notice, as required under the Act. The Landlord gave the Tenant the option of staying until the end of July 2009, the earliest the Notice would be legally effective, however, the Tenant vacated the property at the end of June.

The Landlord has incurred substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenant.

The Landlord claims as follows:

a.	Loss of rent for July 2009	1,300.00
c.	Cleaning the unit (368.98 + 50.00)	418.98
d.	Registered letter, pictures & postage	45.02
e.	Keys cut	4.48
f.	Damages	500.00
g.	Filing fee	50.00

	Total claimed	\$2,596.73
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Analysis

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Based on the affirmed testimony, evidence, photographs and a balance of probabilities, I find the Tenant did not clean the unit, or make necessary repairs to it, and this has caused losses to the Landlord. I find that the Landlord has established claims of **\$1,300.00** for loss of rent, **\$278.25** for cleaning the carpets, **\$418.98** for cleaning the unit, **\$4.48** for keys the Tenant did not return, and **\$50.00** for the filing fee.

In order to be effective, the Notice to End Tenancy from the Tenant should have been given and received prior to the end of May 2009, to end the tenancy at the end of June 2009.

I find the Landlord had insufficient evidence to establish the full amount of \$500.00 to repair the unit. There was evidence to support that the Tenant failed to remove rubbish and make some repairs to the rental unit and property, and therefore, I allow **\$250.00** for this portion of the claim.

The registered letters, pictures and postage are costs to the Landlord which are not recoverable under the Act, and these are dismissed.

I find that the Landlord has established a total monetary claim of **\$2,301.71** comprised of the above described amounts and the \$50.00 fee paid for this application, and I grant and issue an order for the amount.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenant failed to give the Landlord a Notice to End Tenancy which complied with the Act. There was a loss of rent and other costs which the Landlord has shown were caused by the Tenant not complying with the Act and the tenancy agreement.

The Landlord is granted a monetary order enforceable in the Provincial Court.

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: October 26, 2009.

Dispute Resolution Officer