



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This matter dealt with an application by the landlord for a Monetary Order for unpaid rent, and to recover the filing fee for this proceeding. The landlord also applied to keep all of the security deposit.

Service of the hearing documents was done in accordance with section 89 of the *Act*. They were hand delivered to the tenants' representative on August 20, 2009.

Both parties appeared, gave their testimony, were provided the opportunity to present evidence, make submissions and to cross-examine the other party. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Are there arrears of rent and if so, how much?
- Is the landlord entitled to keep all or part of the security deposit?
- Is the landlord entitled to recover filing fees from the tenant for the cost of the application?

Background and Evidence

This tenancy started on April 01, 2009 and ended on July 31, 2009. This was a month to month tenancy and the tenant paid rent of \$550.00 on the first of each month. The tenant paid a security deposit of \$275.00 on March 26, 2009. No move in or move out condition inspection was carried out.



Dispute Resolution Services

Page: 2

Residential Tenancy Branch
Ministry of Housing and Social Development

The landlord testifies that the tenant did not provide one months notice to end the tenancy. He claims the tenant gave him a note on July 21, 2009 stating that he would be ending his tenancy on July 31, 2009. The landlord attempted to re-rent the tenants unit by advertising it in the local paper. The landlord was unable to re-rent the unit until August 28, 2009 for September 01, 2009. The landlord seeks a loss of rental income for August, 2009 due to the improper notice given by the tenant. The landlord claims they told the tenants case worker that he could move out after providing them with proper notice.

The landlord also claims that the tenant did not clean the carpets in the rental unit and they incurred an additional cost of \$90.00.

The tenant claims he moved from the rental unit because the landlord failed to make repairs to the unit. The tenant was left with no dryer for three weeks, no hot water for several days, No control to regulate the heat and the carpets had not been cleaned at the start of his tenancy. He suffered with noise and smells of illegal substances from the upstairs tenants which despite complaints to the landlord no action was taken. The tenant suffers with a brain injury and on June 24, 2009 his case worker called the landlord on his behalf and was told by the landlord that the tenant could move out. On July 21 his case worker again called the landlord to remind him that the tenant would be moving out at the end of the month.

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. I find the landlord is entitled to recover rent for August, 2009 as the tenant did not provide one month's written notice pursuant to section 45 (1) of the Act. The landlord is therefore entitled to recover \$550.00 from the tenant and I order the landlord to keep the tenants security deposit in partial payment of this amount.

As the landlord has been successful with his application he is entitled to recover his filing fee from the tenant for the cost of this proceeding. The landlord has been issued with a Monetary Order for the following amount:



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Ministry of Housing and Social Development

Loss of rental income for August, 2009	\$550.00
Filing fee	\$50.00
Less security deposit	(-\$275.00)
Total amount due to the landlord	\$325.00

With regards to the landlords claim for carpet cleaning, I find he has not provided any evidence to support his claim that the carpets were cleaned at the start of the tenancy or that they have been cleaned at the end of the tenancy. The Residential Tenancy Policy Guidelines #1 state: generally at the end of a tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where a tenant has deliberately or carelessly stained the carpets he will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of the tenancy. I find that as the tenant only lived at the rental unit for four months and the landlord did not complete a move in or move out condition inspection to show that the tenant did cause any stains to the carpets, I therefore dismiss the landlords claim for the cost of carpet cleaning without leave to reapply.

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$325.00**. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that 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: December 16, 2009.

Dispute Resolution Officer