

## **DECISION**

**Dispute Codes:** MND, MNDC and FF

### **Introduction**

This application was brought by the landlords seeking a Monetary Order for damage to the rental unit, damage or loss under the *Act* and recovery of the filing fee for this proceeding.

### **Issues to be Decided**

This application requires a decision on whether the landlord is entitled to a Monetary Order for the claimed damages and loss, and recovery of the filing fee for this proceeding.

### **Background and Evidence**

This tenancy began on August 1, 2008 and the tenant left the rental unit on or about April 30, 2009. Rent was \$2,500 per month and the landlords held a security deposit of \$1,250. While there were other occupants in the rental unit, the respondent is the sole signatory to the rental agreement.

During the hearing, the landlord gave evidence that the tenant had moved out prior to April 30, 2009 after having given written notice on April 1, 2009, although the last of four sets of keys was not returned and some furnishings and materials were not removed until May 19, 2009. In addition, one or more of the other occupants with whom the tenant had shared the rental unit continued to have access in May.

Therefore, the landlord claims rent or loss of rent for May 2009.

In addition, the landlord gave evidence, supported by photographs and paid invoices that the rental unit which was brand new required cleaning and repairs at the end of the tenancy. Claims included cleaning and removal of garbage and items left behind and repair of damaged floors and walls.

The landlord stated that because of the short window of time available to remediate the rental unit he engaged a single supplier to do the necessary cleaning, refuse removal, dumping and repairs. As a result, he was able to obtain a new tenant for June 1, 2009 and was able to avoid further loss of rent.

The landlord submitted a paid invoice itemizing \$228.57 for cleaning and refuse removal and \$1,810.48 plus \$101.95 for repairs to the drywall, hardwood floors and trim and dump fees.

## **Analysis**

Section 45 of the *Act* requires that a tenant's Notice to End Tenancy must be given at least one full month in advance and prior to the next rent due date, in writing and include information set out in section 52 of the *Act*. In the present matter, I find that notice was served late and was not in keeping with prescribed form.

Even if proper notice had been given, I find that by permitting furnishings and other materials to remain in the rental unit until May 19, 2009 and by failing to see that all keys were returned on time, the tenant is responsible for the rent for May 2009.

On the basis of the photographic evidence, email discussions between the landlord and the tenant, and paid invoices, I further find that the tenant is responsible for the costs of cleaning a repair to the rental unit.

As the landlords' application has succeeded, and particularly in view of the fact that the landlords' efforts to expedite repairs and cleaning to avoid loss of rent, I find that the landlords are entitled to recover the filing fee for this proceeding.

Therefore, I find that the tenant owes the landlords an amount calculated as follows:

Rent for May 2009 <sup>1</sup>	\$2,500.00
Cleaning	228.57
Repair walls, floors & trim & dump fees	1,810.48
GST	101.95
Filing fee	<u>50.00</u>
<b>TOTAL</b>	<b>\$4,691.00</b>

## **Conclusion**

The landlords' copy of this decision is accompanied by a Monetary Order of 4,691.00, enforceable through the Provincial Court of British Columbia, for service on the tenant.

February 17, 2010