DECISION

<u>Dispute Codes</u>   MNSD, MND, MNR, MNDC, FF

<u>Introduction</u>

This hearing dealt with cross Applications for Dispute Resolution.

The Landlords filed for monetary orders for compensation for damage to the unit, for unpaid rent, to keep all or part of the security deposit, for money owed under the Act or tenancy agreement, and to recover the filing fee for the Application.

The Tenants filed for the return of their security deposit.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

<u>Issues(s) to be Decided</u>

Are the Landlords entitled to the monetary claims sought?

Are the Tenants entitled to the return of the security deposit?

<u>Background and Evidence</u>

This tenancy began on June 1, 2009, with the parties entering into a written, month to month tenancy agreement. The rate of rent was $1,400.00 per month and the Tenants paid a security deposit of $700.00 on June 1, 2009, to the Landlords.

On September 25, 2009, the Landlords issued the Tenants a one month Notice to End Tenancy alleging the Tenants were repeatedly late paying rent and had breached material terms of the tenancy agreement by smoking, and having pets, in the rental unit.

On or about October 3, 2009, the Tenants phoned the Landlords and explained they would not be disputing the one month Notice to End Tenancy. They informed the

Landlords they would be leaving on October 31, 2009, in accordance with the one month Notice to End Tenancy.

The Tenants vacated the rental unit on October 31, 2009, however, the Landlords are claiming for one month of rent for November for not receiving the a Notice to End Tenancy under the Act from the Tenants, and for cleaning the rental unit. The Landlords filed to keep the security deposit on November 10, 2009. The Landlords re-rented the rental unit to another occupant on January 1, 2010.

The Tenants are seeking return of the security deposit and filed their claim on November 12, 2009.

The Tenants admit they did not clean the unit to a reasonable standard when they left. The Tenants submit they should not have to pay for November rent as the Landlords told them they would not be re-renting the unit.

Analysis

Based on the foregoing, the testimony and evidence, and on a balance of probabilities, I find that the Tenants breached the Act by failing to clean the rental unit as required prior to vacating the rental unit.

I further find that the Landlords are not entitled to an additional month of rent, as the Tenants vacated the rental unit due to the one month Notice to End Tenancy.

Therefore, I find the Landlords are entitled to a portion of the monetary claim sought, in the amount of **$63.00** for carpet cleaning and **$128.00** for general cleaning. As the Landlords were only partially successful in their claim, I am only awarding them a portion of their filing fee in the amount of **$20.00**.

I find that the Landlords have established a total monetary claim of **$211.00** comprised the above described amounts.

I order that the Landlords retain **$211.00** from the security deposit of **$700.00** in full satisfaction of the claim and I order the Landlords to return the balance due of **$489.00** to the Tenants immediately.

As the Tenants are entitled to a return of part of their security deposit, I grant them an order under section 67 in the amount of **$489.00**. This order may be filed in the Provincial Court (Small Claims) and enforced 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: March 29, 2010.

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Dispute Resolution Officer