

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking monetary compensation for loss of rent, losses under the Act or tenancy agreement, to keep all or part of the security deposit and pet damage deposit, and to recover the filing fee for the Application.

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.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

According to the written tenancy agreement, signed by the parties on May 4, 2009, this tenancy began on May 1, 2009. The tenancy was on a month-to-month basis, with the monthly rent set at \$725.00 payable on the first day of the month. The Tenant paid the Landlord a security deposit of \$362.50 and a pet damage deposit of \$362.50 on May 1, 2009.

The Landlord is claiming against the deposits held for loss of rent due to an invalid notice to end tenancy from the Tenant and for the cost of carpet cleaning at the end of the tenancy.

The Landlord testified that she received a phone message from the Tenant on November 9, 2009, informing the Landlord that the Tenant would be vacating the rental unit on November 30, 2009. The Landlord also claims the Tenant did not have the carpets cleaned before she vacated the rental unit. The Landlord testified she had advertised the rental unit and had new renters move in eight days into December.

The Landlord is claiming \$187.12 for loss of rent for eight days, \$237.30 for carpet cleaning and disinfectant for pet odour, and for \$50.00 for the filing fee for the Application.

The Tenant testified that her mother, who had the most contact with the Landlord, had left the phone message for the Landlord on November 6, 2009, and that the message was she was ending the tenancy on December 1, 2009. The Tenant did not think she had to clean the carpets before vacating the rental unit.

The Tenant had several witnesses present for the hearing, however, the Tenant testified the witnesses were there in case the Landlord made up something about her during the tenancy. Therefore, it was not required to hear from the witnesses. Despite this, one of the witnesses became argumentative and disruptive when I made my Decision and expressed that in his opinion, "it was unfair". Another witness declared the Tenant could have cleaned the carpets before she left, but admitted the Tenant had not done this.

Analysis

Based on the foregoing, the affirmed testimony and evidence, and a balance of probabilities, I find that the Tenant has breached the Act and tenancy agreement by failing to give a notice to end tenancy in accordance with the Act and by failing to clean the carpets at the end of the tenancy.

Under section 45 of the Act, and this tenancy agreement, a notice to end tenancy must be given not earlier than one month after the date the Landlord receives the notice, and must be given no later than the day before the day in the month that rent is payable under the tenancy agreement.

Therefore, the Tenant here could not have ended the tenancy on December 1, 2009, without breaching the Act and tenancy agreement. The Tenant was required to end the tenancy, and vacate the rental unit, on the last day of the month of the rental period.

Furthermore, if the Tenant wanted to end the tenancy and vacate on November 30, 2009, the latest the notice to end could have been given to the Landlord was October 31, 2009. The Tenant's notice also should have complied with section 52 of the Act, which required it to be in writing, be signed and dated by the Tenant, and state the address of the rental unit. The Tenant did none of these things, rather she had her mother leave a phone message for the Landlord.

As to the carpets, the Tenant had a pet or pets, and therefore is required to have the carpets cleaned at the end of the tenancy, regardless of the length of the tenancy. The Tenant did not do this.

I find the breaches of the Act and tenancy agreement by the Tenant have caused the Landlord to suffer losses.

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.

Therefore, I find that the Landlord has established a total monetary claim of **\$474.42** comprised of **\$187.12** for loss of rent for eight days, **\$237.30** for carpet cleaning and disinfectant for pet odour, and **\$50.00** for the filing fee for the Application

I order that the Landlord may retain **\$474.42** from the deposits held of **\$725.00**, in full satisfaction of the claim, and I order the Landlord to return the balance due of **\$250.58** to the Tenant. The Tenant is given a monetary order in those terms. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Lastly, I enclose a copy of a guidebook for the Tenant to use, to become informed about her rights and obligations under the Act.

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: April 20, 2010.

Dispute Resolution Officer