

## **DECISION**

Dispute Codes MNR, MND, MNDC, MNSD

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for monetary orders for rent, for compensation under the Act and the tenancy agreement, and to retain the security deposit in partial satisfaction of the claim.

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.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

### Background and Evidence

Based on the affirmed testimony and the evidence provided by both parties, I find that the Tenants vacated the rental unit on or about October 3, 2009.

The Landlord testified that he had received no Notice to End Tenancy from the Tenants prior to them vacating the rental unit.

The Landlord testified and provided evidence and photographs about the condition of the rental unit after the Tenants had vacated. The Landlord testified he had to clean the stove, which took over two hours, and clean the rest of the rental unit. He further testified that there was damage done to the rental unit by the Tenants, and that he had to make three trips to the dump to remove items left behind by the Tenants.

The Landlord claims \$575.00 in rent for October 2009, and says he wants to keep the \$275.00 security deposit and interest to offset the cost of cleaning, repairs and trips to the dump, which he testified exceeds the security deposit and interest.

The Tenants deny they damaged the rental unit and claim the Landlord refused to make repairs to the rental unit, despite their requests. They testified that the Landlord knew what required repairs, although they did not send him a list of required repairs in writing. They claim they put in flowers at the rental unit and cleaned it up better than when they moved in.

### Analysis

Based on the testimony, evidence and photographs, and a balance of probabilities, I find that the Tenants breached the Act by failing to give the Landlord the Notice to End Tenancy required under section 45 of the Act. Had the Tenants wanted to vacate the rental unit in October of 2009, the latest they could have given the Landlord their written Notice would have been on September 30, 2009, and regardless when they left in October, they still would have had to pay all the rent for October of 2009.

I further find the Tenants failed to remove debris from the rental unit property when they vacated, and did not clean the rental unit to the required standard. I find that the costs of cleaning the rental unit and removing items to the dump exceed the security deposit paid, and therefore, I order that the Landlord is entitled to keep the security deposit and any interest. I also find the Landlord has waived any right to amounts beyond the security deposit and interest for this portion of the claim.

I also order that the Tenants shall pay the Landlord the sum of **\$625.00**, for \$575.00 for October 2009 rent and the \$50.00 filing fee paid for the Application. I grant the Landlord an order for the sum of **\$625.00** for these claims. 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: May 04, 2010.

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Dispute Resolution Officer