

DECISION

Dispute Codes MND, MNR, MNDC, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord applied for a monetary order and the tenant applied for a monetary order.

The hearing was held via teleconference and was attended by both the landlord and the tenant.

The tenant joined the hearing at 1:33 and explained that she was not well and that speaking tires her out. I proceeded to confirm with the tenant the content of her application and she hung up. She did not return to the call.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit; and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 37, 67, and 72 of the *Residential Tenancy Act (Act)*.

In addition it must be decided whether the tenant is entitled to a monetary order for compensation for damage or loss; for return of one month's rent and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to sections 45, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord testified the tenancy began in July 2009 when the tenant and a roommate were shown the rental unit and it was agreed the two tenants would pay \$1,000.00 per month in total rent. A security deposit of \$250.00 was paid. No written tenancy agreement was made.

The landlord further testified that she had received rent from this tenant but that she never did receive any rent from the other tenant and she contacted him. The other tenant stated that this tenant would not let him move in with her. The tenant only paid rent in the amount of \$500.00 for the entire tenancy.

The landlord noted that the tenancy ended in November 2009 when the tenant called her on November 2, 2009 and asked for the return of her rent for November 2009. The landlord investigated and found the tenant had moved most of her belongings out but that there were still many belongings there until November 15, 2009.

When the tenant finally did move out the landlord testified that she had to hire cleaners and have garbage removed at a total cost of \$350.00. The landlord is also claiming \$2,500.00 for lost rent.

Analysis

Section 12 of the *Act* states that the standard terms are terms of every tenancy agreement whether or not the tenancy agreement is in writing and includes the amount of rent and when it is due.

Based on the undisputed testimony provided by the landlord, I find the tenant was responsible for the full \$1,000.00 per month and the landlord is entitled to \$500.00 per month compensation for the months of July, August, September and October 2009.

Section 45 of the *Act* requires a tenant, when giving notice to end a tenancy, to provide that notice with an effective date that is not earlier than one month after the date the landlord receives the notice. As the tenant failed to comply with Section 45, I find the landlord is entitled to rent for the month of November 2009 from the tenant.

And finally Section 37 of the *Act* requires the tenant to leave the rental unit reasonably clean and undamaged except for reasonable wear and tear, when vacating the rental unit. I accept the landlord's undisputed testimony of the condition of the rental unit at the end of the tenancy.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$2,900.00** comprised of \$2,500.00 rent owed; \$350.00 for cleaning and garbage removal and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

As to the tenant's Application for Dispute Resolution, in the absence of any evidence or any testimony from the applicant tenant, I dismiss her application in its entirety, without leave to reapply.

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 20, 2010.

Dispute Resolution Officer