



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with the landlord's application for a Monetary Order for damage or loss under the Act, regulations or tenancy agreement and recovery of the filing fee. The tenants did not appear at the hearing. The landlord provided registered mail receipts to show that each tenant was served with the hearing documents. The landlord testified that the registered mail was successfully delivered and that he had heard from the male tenant this morning via telephone. The landlord stated the male tenant had advised the landlord that he would not be participating in today's hearing. I was satisfied the tenants were served with the hearing documents and I proceeded to hear from the landlord without the tenants present.

Issues(s) to be Decided

1. Is the landlord entitled to unpaid rent for December 2009?
2. Is the landlord entitled to carpet cleaning costs?

Background and Evidence

The landlord provided undisputed evidence as follows. The one year fixed term tenancy commenced August 26, 2008 and then continued on a month to month basis. The landlord had waived the requirement for the tenants to pay a security deposit. The tenancy agreement stipulated that the tenants were required to pay rent of \$1,500.00 per month; however, effective October 1, 2009 the monthly rent was reduced to \$1,400.00. In November 2009 the male tenant verbally informed the landlord the

tenants were looking to purchase a home. The landlord requested a written notice to end tenancy. On December 1, 2009 the landlord attended the property to collect rent and discovered the tenants were in the process of moving out. The landlord requested the tenants have the carpets cleaned as the tenants had pets in the rental unit. The landlord subsequently discovered the tenants had not made arrangements to have the carpets cleaned and on December 11, 2009 attended the property to find the tenant's possessions removed from the rental unit, except for garbage, and a key left on the counter. The landlord proceeded to have the carpets cleaned.

Upon enquiry, the landlord testified that rent was payable on the 1st day of every month. With this application the landlord is seeking to recover \$1,400.00 for rent owed for December 2009 due to insufficient notice to end tenancy and \$273.00 paid to have the carpets cleaned.

As evidence for this hearing the landlord provided copies of the registered mail receipts, a copy of the tenancy agreement and carpet cleaning invoice.

Analysis

Under section 45 of the Act, a tenant may end a month-to-month tenancy by giving the landlord at least one full month of written notice. In this case, I find the landlord was not provided notice that complies with the requirements of the Act. I am also satisfied that the landlord incurred a loss of rent as a result of the tenants' actions. Therefore, I find the tenants breached the requirements of the Act and are liable to compensate the landlord for loss of rent for December 2009.

The Act requires that tenants leave a rental unit reasonably clean at the end of a tenancy. Residential Tenancy Policy Guideline 1 states that tenants are generally responsible for paying for carpet cleaning after one year of tenancy or after any length of time if the tenants had pets in the rental unit. In this case, the tenancy was over one year in duration and the tenants had pets. Therefore, I find the tenants responsible for

cleaning the carpets and I award the landlord recovery of the \$273.00 paid by the landlord for carpet cleaning.

As the landlord was successful in this application I award the filing fee to the landlord. The landlord has been successful in establishing an entitlement to the total amount claimed by the landlord and I provide the landlord a Monetary Order in the amount of \$1,723.00 to serve upon the tenants.

Conclusion

The landlord was successful in this application and has been provided a Monetary Order in the amount of \$1,723.00 to serve upon the tenants.

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: August 18, 2010.

Dispute Resolution Officer