



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent and the tenant.

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; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on October 6, 2006 for a month to month tenancy for a current monthly rent of \$710.00 due on the 1st of the month, a security deposit of \$307.50 was paid on May 1, 2006.

The landlord also submitted these additional documents into evidence:

- A copy of notice date March 12, 2010 from the tenant of their intention to end the tenancy on March 31, 2020 indicating that they know they should have provided the notice earlier but that some "uncertain factors" prevented them from doing so;
- The landlord has included a document entitled "Termination Notice (Tenant)" indicating that the tenant understands that should the landlord not be able to rent the rental unit by April 1, 2010 then the tenant would be responsible for the tenancy until April 30, 2010;
- A copy of the Condition Inspection Report dated March 30, 2010 indicating the unit was extremely dirty with a number of stained items such as the flooring, counters, walls, and drapes, the tenant has signed the document indicating he does not agree with the condition and that it is just "normal wore"; and
- 27 photographs showing the condition of the rental unit at the end of the tenancy.

The landlord is claiming for lost rent for the month of April 2010 due to short notice from the tenant to end the tenancy and they were not able to re-rent the unit in sufficient time, after listing the unit in local papers and the BC Housing Registry. The landlord seeks, also, costs associated with cleaning the rental unit.

The tenant contends that he should not have to pay for cleaning as it was normal wear and tear. In addition, he does not feel he should have to pay anything because it was the building managers who did the work.

Analysis

Section 45 of the Act requires a tenant who wants to end a tenancy to provide the landlord with their notice to end the tenancy not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable.

I find the tenant failed to comply with Section 45 and the landlord took reasonable steps to re-rent the unit and mitigate their loss, as such I find the tenant is responsible for rent for the month of April 2010 for this address.

I also find the landlord has provided sufficient evidence to substantiate their claim for the cleaning required based on the photographic and documentary evidence submitted.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,000.00** comprised of \$710.00 rent owed; \$240.00 for cleaning the rental unit and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$317.87 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$682.13**. This order must be served on the tenant and 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: August 23, 2010.

Dispute Resolution Officer