



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNR, MNSD. FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for a monetary Order for unpaid rent, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Preliminary Matter

The landlord amended their application to correct a clerical error, altering the tenant's service address to a different city. The tenant acknowledged that she received the Notice of hearing and the amended address was correct. The tenant did not receive a copy of the amended application, but as it did not alter the details of the dispute, I found that service was sufficient for the purposes of the claim being made by the landlord.

Issue(s) to be Decided

Is the landlord entitled to a monetary Order for unpaid April, 2010, rent?

Is the landlord entitled to retain the deposit paid by the tenant?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy commenced on February 1, 2010, rent was \$750.00 due on the first day of each month. A deposit in the sum of \$375.00 was paid on December 12, 2009.

On March 25, 2010, the tenant gave the landlord written notice that she would move out on March 28, 2010. The landlord took possession of the unit on April 1, 2010. The landlord is claiming unpaid April rent as they were not able to find new tenants until May 1, 2010.

The landlord's weekend staff member asked the tenant to meet on March 28, 2010, in order to complete a move-out condition inspection. The tenant submitted that she was not asked to complete this inspection. The move-out condition inspection report completed by the landlord indicated that the rental unit was in good condition with no damages.

The landlord is claiming \$13.50 in cleaning costs to remove several bags of garbage and some food left in the unit.

The tenant acknowledged that she inadvertently left her food, which was all placed in bags, in the fridge.

Analysis

Section 45 of the Act provides, in part:

45 (1) *A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that*

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

As the tenant failed to give notice at least one month prior to ending her tenancy, I find that the landlord is entitled to compensation for unpaid April, 2010, rent. The written notice given by the tenant was effective no earlier than April 30, 2010.

There is conflicting testimony in relation to the move-out condition inspection report and I find, on the balance of probabilities, that the tenant left the rental unit in a reasonably clean state, as required by section 37 of the Act. Therefore, the claim for cleaning is dismissed.

The landlord will retain the deposit in the sum of \$375.00, in partial satisfaction of the claim for unpaid rent.

I find that the landlord's application has merit, and I find that the landlord entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the landlord established a monetary claim, in the amount of \$800.00, which is comprised of \$750.00 in unpaid April, 2010, rent and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

The landlord will retain the deposit in the sum of \$375.00, in partial satisfaction of the claim for compensation.

Based on these determinations I grant the landlord a monetary Order for \$425.00. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

The claim for cleaning costs is dismissed.

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 24, 2010.

Dispute Resolution Officer