



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, MNR, FF

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$1033.12

Background and Evidence

The applicant testified that:

- The tenant put a stop payment on his April 2010 rent cheque and vacated the rental unit on April 12, 2010.
- They lost the full rental revenue for the month of April 2010 and also had bank charges as a result of the stop payment cheque.
- They also had carpet and drape cleaning costs because even though the tenant left the carpets and drapes clean, they always clean the carpets and drapes between tenants.

The applicants are therefore requesting a claim as follows;

Rent outstanding for April 2010	\$824.00
Bank charges on stop payment	\$29.75
Carpet cleaning	\$65.00
Drape cleaning	\$39.37
Filing fee	\$50.00
Total	\$1033.12

The respondent testified that:

- He gave the landlords written notice to end the tenancy on March 28 or 29th 2010 and therefore notice was given before the end of the month.
- Since he moved out of the rental unit before the 15th of April 2010 he does not believe he should have to pay any rent past that date.
- He also left the carpets and the drapes in the rental unit in clean condition.

Analysis

My decision that the tenant is liable for the full April 2010 rent, because he did not give the required one clear month Notice to End Tenancy and as a result the landlord losted the full rental revenue for the month of April 2010.

I also allow the claim for the late fee, because the landlords have a clause in their tenancy agreement that states that \$25.00 will be charged as a late fee, and rent was obviously late for the month of April 2010.

I deny the claim for the bank charges however because the landlord has supplied no evidence of having paid any bank charges.

I also deny the claims for carpet and drape cleaning. Under the Residential Tenancy Act a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra cleaning. In this case it is my decision that the landlords have not shown that the tenants failed to meet the "reasonable" standard of cleanliness required and in fact, the landlord testified that the tenant left the carpets and drapes in a clean condition, and therefore they cannot charge the tenant for having them cleaned again.

I will allow the claim for the filing fee, because the landlord has established significant claim against the tenant.

Conclusion

I have issued an order for the respondent to pay \$899.00 to the applicants.

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 25, 2010.

Dispute Resolution Officer