

DECISION

Dispute Codes MNR MND FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain a Monetary Order for unpaid rent, for damage to the unit, site or property, and to recover the cost of the filing fee from the Tenants for the cost of this application.

Service of the hearing documents, by the Landlord to each Tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on June 3, 2010 and August 6, 2010. When the Tenants refused to pick up both registered mail packages the Landlord served each Tenant with copies of the hearing documents and their evidence in person on September 21, 2010. Mail receipt numbers were provided in the Landlord's evidence along with documents signed by each Tenant acknowledging receipt of the documents. I accept that each Tenant has been sufficiently served with Notice of the Landlord's application and with copies of the Landlord's evidence.

The Landlord and Resident Manager appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form. No one appeared on behalf of the Tenants despite them being served with notice of today's hearing in accordance with the *Act*.

Issues(s) to be Decided

Is the Landlord entitled to a Monetary Order pursuant to section 67 of the *Residential Tenancy Act*?

Background and Evidence

The female Tenant has occupied this rental unit since entering into her first tenancy agreement which was effective February 1, 2006. The most recent tenancy agreement

was entered into on August 7, 2008, listing both the female and male Tenant for a month to month tenancy. Rent was payable on the first of each month in the amount of \$588.00. A move in inspection report was completed on January 30, 2006 in the presence of the female Tenant and a move-out inspection report was completed on February 2, 2009 in the absence of the Tenants as they had abandoned the rental unit.

The Landlord testified that on January 5, 2009 they received the Tenants' written notice to end tenancy effective February 28, 2009. On approximately January 30, 2009 the Tenants contacted the Landlord to advise they had vacated the unit. After the move out inspection was conducted the Landlord requested the Tenants advise them what was to be done with the possessions that were left in the unit. On February 11, 2009 the Landlord received the Tenants' letter dated February 10, 2009 informing the Landlord who would be looking after removal of the Tenants' remaining possessions.

The Landlord is seeking \$588.00 for February rent as the Tenants vacated the unit prior to the effective date of their notice without paying the month's rent. They are also seeking \$52.50 for carpet cleaning and \$285.00 (14.25 hours x \$20.00 per hour) for cleaning the rental unit as the Tenants left the unit dirty as supported by the receipts and move-out inspection report provided in the Landlord's evidence.

Analysis

I have carefully reviewed and considered the following evidence provided by the Landlord: a copy of the tenancy agreement, a copy of the carpet cleaning receipt, a copy of the timesheet displaying the dates and number of hours spent cleaning the rental unit, the move-in and move-out inspection reports, documents signed by each Tenant acknowledging receipt of the dispute resolution hearing packages.

Section 7(1) of the Act provides that if a landlord or tenant does not comply with this Act, the Regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for the damage or loss which results. That being said,

section 7(2) also requires that the party making the claim for compensation for damage or loss which results from the other's non-compliance, must do whatever is reasonable to minimize the damage or loss.

The party applying for compensation has the burden to prove their claim and in order to prove their claim the applicant must provide sufficient evidence to establish the following:

1. That the Respondent violated the Act, Regulation, or tenancy agreement; and
2. The violation resulted in damage or loss to the Applicant; and
3. Verification of the actual amount required to compensate for loss or to rectify the damage; and
4. The Applicant did whatever was reasonable to minimize the damage or loss

The evidence supports the Tenants provided the Landlord with one month written notice to end the tenancy effective February 28, 2009 and then abandoned the rental unit on January 30, 2009 without paying the February 2009 rent. Abandoning the unit prior to the effective date of their notice to end the tenancy does not release the Tenants of their obligations to pay rent in accordance with Section 26 of the Act which states that a tenant must pay rent when it is due in accordance with the tenancy agreement. Therefore I find the Landlord has proven the test for loss, as listed above, and I approve their claim of \$588.00 for February 2009 rent.

Section 37 of the Act states that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear. The *Residential Tenancy Policy Guidelines # 1* state that at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of at least one year. Based on the aforementioned and in consideration of the documentary evidence I find the Landlord has proven the test for damage or loss and I approve their claim in the amount of \$337.50 (\$285.00 cleaning + \$52.50 carpet cleaning).

The Landlord has been successful with their claim; therefore I award recovery of the \$50.00 filing fee.

Monetary Order – I find that the Landlord is entitled to a monetary claim as follows:

Unpaid Rent for February 2009	\$588.00
Carpet Cleaning and Rental Unit Cleaning (\$52.50 + 285.00)	337.50
Filing fee	<u>50.00</u>
TOTAL OFF-SET AMOUNT DUE TO THE LANDLORD	\$975.50

Conclusion

I HEREBY FIND in favor of the Landlord's monetary claim. A copy of the Landlord's decision will be accompanied by a Monetary Order for **\$975.50**. The order must be served on the respondent Tenants and is enforceable through the Provincial Court 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: October 19, 2010.

Dispute Resolution Officer