



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This matter dealt with an application by the Landlords for a Monetary Order for unpaid rent, for compensation for loss or damage under the Act or tenancy agreement, to recover the filing fee for this proceeding and to keep the Tenants' security deposit in partial payment of those amounts.

The Landlord said they served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on August 20, 2010. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the Tenants confirmed receiving the hearing package.

The Landlord said they did not receive the Tenant's evidence package. The Tenant said he did not serve his evidence package to the Landlord. As a result the Landlords are unable to respond to the Tenant's written evidence; therefore the Tenant's written evidence package is not included in the hearing's evidence.

### Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and damage or loss under the Act, if so how much?
3. Is the Landlord entitled to keep the Tenant's security deposit?

### Background and Evidence

This tenancy started on April 15, 2009 as a 1 year fixed term tenancy with an expiry date of March 31, 2010 and it renewed as a month to month tenancy starting April 1, 2010. Rent was \$1,400.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$700.00 on April 1, 2009.

The Landlords said that the Tenants did not pay \$700.00 of rent for August 1 to August 15, 2010 and \$700.00 rent from August 15 to August 30, 2010. As well the Landlords said the tenant owes \$340.00 in Utilities and a fee of \$200.00 for cleaning the rental unit after the tenant vacated the unit. The Landlord said the Tenant moved out of the unit on

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or before August 15, 2010. The Landlord continued to say that they are holding the security deposit of \$700.00 pending the results of this hearing.

The Tenant said that he agrees with the utility bill of \$340.00 and is willing to pay it. He also said that they left the rental unit not as clean as when they moved in and he agreed that additional cleaning was needed to rent the unit. He continued to say that during the Tenancy the washing machine was broken and he had to use a laundry service until the machine was repaired. He requested that the landlord reimburse him \$57.75 for his laundry expenses. The landlord indicated that the washing machine did break down and they fixed it in about 1½ weeks. The Landlord said they would pay ½ the laundry costs as they believe they are responsible for the machine use but not the labour to do the Tenant's laundry.

The Tenant continued to say that he had given the Landlord verbal notice on July 15 or 16, 2010; that they were moving out on or before August 15, 2010. The Landlord agreed that on or about July 15, 2010, the Tenant gave him verbal notice of moving out on August 15, 2010. As a result the Tenant said that he only owes rent for August 1 to August 15, 2010 or \$700.00. The Tenant added that he had told the Landlord to keep his security deposit of \$700.00 to pay the rent. He said the Landlord did not agree to this.

The Landlord said that they did not get proper notice from the tenant to move out and that the lease was from the start of the month to the end of the month so they believe the Tenants owe for the full month of August, 2010.

## Analysis

Section 45 (1) says a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the landlord receives the notice and it is the day before the day in the month that the rent is payable under the tenancy agreement.

This tenancy agreement is a month to month (periodic) tenancy and the date the rent is due is the 1<sup>st</sup> day of each month. The Tenant gave the Landlord verbal notice to end tenancy on July 15 or 16, 2010; therefore the effective vacancy date is August 31, 2010. The Tenant said he had a written email and email reply from the Landlord documenting the move out notice, but it was inadmissible to the hearing as it was not served to the Landlord. The Landlord said they had no knowledge of this email. I find that the effective vacancy date is August 31, 2010 and the Tenants are responsible for the August, 2010 rent of \$1,400.00.

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In addition the Tenant agreed he is responsible for the utilities of \$340.00 and he admitted that the rental unit needed cleaning after he vacated; therefore I find the cleaning costs of \$200.00 and the utilities of \$340.00 are to be paid by the Tenant to the Landlord. In addition I find that the Landlord must reimburse the Tenant for the full laundry costs of \$57.75 as those services were part of the tenancy agreement and were not provided for a period of time.

As the Landlord has been successful in this matter, they are also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$1,400.00
	Utilities	\$ 340.00
	Cleaning costs	\$ 200.00
	Recover filing fee	\$ 50.00
	Subtotal:	\$ 1,990.00
Less:	Security Deposit	\$ 700.00
	Laundry costs	\$ 57.75
	Balance Owing	\$1,232.25

## Conclusion

A Monetary Order in the amount of \$1,232.25 has been issued to the Landlord. A copy of the Orders must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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*.

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Dispute Resolution Officer