



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MND, MNSD, MNDC, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties.

The Landlord applied for monetary orders for unpaid rent, for cleaning the rental unit, for compensation under the Act and the tenancy agreement, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

The Tenant applied for return of all or part of the security deposit, and to recover the filing fee for the Application. Although duly notified by her own Notice of Hearing, the Tenant did not appear. Therefore, the Application for Dispute Resolution is dismissed without leave to reapply.

The Landlord and Agents for the Landlord appeared at the hearing, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

Background and Evidence

This tenancy began in August of 2009, with the parties entering into a written tenancy agreement and agreeing to a monthly rent of \$1,500.00. The Tenants paid a security deposit of \$750.00 on August 10, 2009.

The Landlord testified that the tenancy was initially a one year term, however, the parties agreed to convert the tenancy to a month to month tenancy when the Tenant cancelled an earlier Dispute Resolution hearing against the Landlord. The Landlord testified that she did not perform an incoming condition inspection report.

The Landlord testified that the Tenant had asked about getting a two month Notice to End Tenancy, as the Landlord had applied to have the property rezoned. The Landlord testified that she told the Tenant she was just in the process of rezoning and did not have building permits.

The Landlord further testified that on June 30, 2010, the Tenant called and verbally informed the Landlord they were vacating the rental unit on July 2, 2010. The Tenants vacated the rental unit on or about July 2, 2010.

The Landlord claims the Tenants did not give a proper Notice to End Tenancy and that they left the rental unit dirty. The Landlord claims \$1,500.00 for one month of rent for failing to give the required Notice, \$950.00 for cleaning the rental unit and \$50.00 for the filing fee for the Application.

The Landlord also wished to claim for utilities owed for the rental unit by the Tenants, although her evidence had been submitted late on this matter.

Analysis

Based on the above, the testimony and evidence, and a balance of probabilities, I find that the Tenants breached the Act by failing to give the Landlord the required Notice.

I find the Landlord had insufficient evidence to prove the condition of the rental unit at the beginning or end of the tenancy, and therefore I dismiss the claims for cleaning the rental unit.

The Landlord has leave to apply for a monetary order for unpaid utilities.

I find that the Tenants' failure to give the required Notice has caused the Landlord to suffer a loss of rent for one month.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations

or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Therefore, I find that the Landlord has established a total monetary claim of **\$1,550.00** comprised of one month of rent and the \$50.00 fee paid for this application.

I order that the Landlord may retain the deposit of **\$750.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$800.00**. This order 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: November 22, 2010.

Dispute Resolution Officer