



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNDC, MNR, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the address noted on the Application, on July 13, 2010. Canada Post documentation was submitted that corroborates this statement. The Landlord stated that she is aware the Tenant resides at this address as she delivered personal property to him at this address after the tenancy ended. These documents are deemed to have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for unpaid rent and for cleaning the rental unit; whether the Landlord is entitled to retain all or part of the security deposit paid by the Tenant; and whether the Landlord is entitled to recover the filing fee for the cost of this Application for Dispute Resolution. At the hearing the Landlord withdrew her request for compensation for a damaged door.

Background and Evidence

The Landlord stated that this tenancy began on December 01, 2009; that the Tenant was required to pay monthly rent of \$900.00 on the first day of each month; and that the Tenant paid a security deposit of \$450.00. A tenancy agreement was submitted that corroborates this statement.

The Landlord stated that on June 15, 2010 the Tenant provided her with verbal notice of his intent to vacate the rental unit on July 15, 2010. She stated that she believes the Tenant vacated the rental unit on July 05, 2010.

The Landlord stated that the Tenant did not pay rent when it was due on July 01, 2010. At the hearing the Landlord reduced her claim for compensation for unpaid rent to \$450.00, as she was able to find new tenants for July 15, 2010 and she received rent for the latter half of July.

The Landlord is seeking compensation, in the amount of \$240.00 for cleaning the rental unit. She stated that she spent six hours cleaning the rental unit and 2 hours returning personal property that was left in the rental unit to the Tenant at his new address. The Landlord submitted photographs of the property returned to the Tenant's driveway.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that this tenancy began on December 01, 2009; that the Tenant was required to pay monthly rent of \$900.00 on the first day of each month; that the Tenant paid a security deposit of \$450.00; that on June 15, 2010 the Tenant provided the Landlord with verbal notice of his intent to vacate the rental unit on July 15, 2010; and that the Tenant vacated the rental unit on, or about, July 05, 2010.

Section 45 of the *Act* stipulates that a tenant may end a periodic tenancy by providing the landlord with written notice to end the tenancy on a date that is not earlier than one month after the date the Landlord received the notice and is the day before the date that rent is due.

To end this tenancy in accordance with the *Act* the Tenant had the option of ending this tenancy on June 30, 2010 or July 31, 2010. To end the tenancy on June 30, 2010 in accordance with section 45 of the *Act*, the Tenant was required to give written notice of his intent to vacate on, or before, May 31, 2010. In these circumstances, the Tenant never provided the Landlord with written notice to end the tenancy and he did not, therefore, end this tenancy in accordance with section 45 of the *Act*.

Section 26 of the *Act* stipulates that a tenant must pay rent when rent is due. As the Tenant had not properly ended this tenancy by July 01, 2010, I find that the Tenant was obligated to pay rent when it was due on July 01, 2010. In these circumstances the Landlord is only seeking compensation for unpaid rent in the amount of \$450.00, and I find that she is entitled to compensation in that amount.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Landlord did not clean the rental unit or remove all of his property at the end of the tenancy. I therefore find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the six hours she spent cleaning the rental unit and returning his property, at a rate of \$20.00 per hour, which I find to be reasonable compensation for labour of this nature.

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

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$620.00, which is comprised on \$450.00 in unpaid rent, \$120.00 for cleaning the rental unit, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

I hereby authorize the Landlord to retain the Tenant's security deposit of \$450.00 in partial satisfaction of this monetary claim, pursuant to section 72(2) of the *Act*.

Based on these determinations I grant the Landlord a monetary Order for the difference of \$170.00. 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.

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 29, 2010.

Dispute Resolution Officer