



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent only. The tenant did not attend.

The agent testified that the tenant provided a forwarding address to the landlord via a phone call on July 12, 2010 at 9:37 p.m. and that she served the tenant with the Notice of Hearing package for this dispute via registered mail on July 26, 2010. The landlord provided a registered mail tracking number as confirmation of this service.

### Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for carpet cleaning; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 45, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by both parties on April 5, 2010 for a month to month tenancy beginning on April 15, 2010 for a monthly rent of \$750.00 due on the 1<sup>st</sup> of each month and a security deposit of \$375.00 was paid.

The landlord submitted a written statement and confirmed in her testimony that she witnessed the tenant move out of the rental unit on June 17, 2010 and that no notice at all had been provided by the tenant of her intention to end the tenancy. The landlord seeks rent for the month of July 2010.

Despite the tenancy being only 3 months in duration, the landlord also claims \$174.72 for cleaning of carpets resulting from a clause in the tenancy agreement requiring professional cleaning of carpets at the end of the tenancy.

### Analysis

Section 45 of the *Act* requires a tenant wishing to end a month to month tenancy to provide a notice to the landlord to end the tenancy effective on a date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

I accept the landlord's testimony that the tenant failed to provide any notice of her intention to end the tenancy and I therefore find the tenant is responsible for the payment of rent for the month of July 2010.

As to the landlord's claim for carpet cleaning, the clause the landlord is relying on to claim the security deposit reads: "Carpets Must Be Professionally Cleaned on Move out". The clause does not specify "cleaned" as such, I find the clause to be unclear and in accordance with Section 6(3) therefore unenforceable. I dismiss this portion of the landlord's application.

### Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$800.00** comprised of \$750.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$375.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$425.00**. This order must be served on the tenant and 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: December 16, 2010.

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Dispute Resolution Officer