



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNR, MNDC, FF

### Introduction

This hearing dealt with an application by the landlords for a monetary order. Both parties participated in the conference call hearing.

### Issue to be Decided

Are the landlords entitled to a monetary order and if so, in what amount?

### Background and Evidence

The parties agreed that the tenant was obligated to pay \$750.00 per month in rent and that in the month of September 2010 he paid no rent. The landlords testified that on September 2 the tenant advised that he would be vacating the unit on September 4. The tenant testified that he gave the landlord written notice on a "Post-It" note when he paid his rent in July. The tenant's witness, B.H., testified that he witnessed the tenant write something but did not read what was written. The tenant did not keep a copy of the note and the landlords denied having received it.

The parties agreed that on September 4 the landlords drafted a note which stated that the tenant was vacating the basement suite on that date, listed his forwarding address and stated "I leave my damage deposit." The tenant stated that he signed the note with the understanding that if he left his security deposit, it would compensate the landlords for the few days in September when he occupied the rental unit.

The parties agreed that the tenant did not completely move out on September 4 but returned on September 5 to take several more loads of his belongings. The landlords testified that the tenant left the key in the rental unit and told the landlords he was finished moving. The landlords then changed the locks on the unit. The tenant testified that he returned to the



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rental unit later in the evening on September 5, found that his key did not work and asked the landlords to grant access to the unit to remove the remainder of his belongings but was denied access. The tenant's witness B.H. testified that he witnessed the landlords denying the tenant access to the unit. The tenant's witness B.D. was also present at that time but testified that he stayed in the car while the tenant tried to get into the rental unit and that the tenant returned to the car and stated that his key did not work in the lock. The landlords denied having had any interaction with the tenant in the evening of September 5 and stated that they did not deny him access.

The landlords seek to recover rent for the months of September and October as the tenant did not provide one full month's notice that he was vacating the unit. The landlords acknowledged that they were able to secure a short-term tenant who moved into the unit on October 1. The landlords also seek to recover \$57.07 in advertising costs and \$32.46 as the cost of sending documents related to their claim via registered mail.

The landlords testified that the tenant left the rental unit uncleaned and that they each spent 10 hours cleaning the unit as well as hiring a professional to clean the unit at a rate of \$15.00 per hour for 6 hours. The landlords provided 6 photographs showing the condition of the oven, refrigerator, kitchen counter and a corner of one room. The tenant testified that he would have cleaned the rental unit but because the landlords changed the locks, he was unable to complete cleaning. The landlords seek to recover the \$90.00 paid for professional cleaning and 20 hours of their own time at a rate of \$25.00 per hour.

The landlords provided an invoice showing that they paid \$110.88 to have the carpet professionally cleaned. The tenant agreed that the carpet was not cleaned at the end of the tenancy.

### Analysis



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Section 45(1)(a) of the Act provides that a tenant must give at least one full month's notice to end a tenancy. Section 52 of the Act states that such a notice must be signed and dated, give the address of the unit and state the effective date of the notice. While the tenant may have written some sort of note on a "Post-It" in July, because there is no copy of the note it is impossible to determine whether that note contained all the information required in order to effectively end the tenancy. In the absence of evidence to show that this note had all the required information, I find that the tenant failed to give one full month's notice that he was vacating the rental unit. I do not accept that the note signed by the tenant on September 4 absolved him of liability for unpaid rent. It did not have sufficient detail to serve that function. I find that the landlords are entitled to recover \$750.00 in rent for the month of September and I award them that sum. Because the landlords re-rented the unit in October, I dismiss the claim for rent for October as awarding rent for that month would amount to double recovery for the landlords who collected rent from their new tenants.

I dismiss the claim for the cost of registered mail as under the Act, the only litigation-related expense I am empowered to award is the cost of the filing fee. I dismiss the claim for advertising costs as these would only be payable where the tenant was committed a fixed term which he ended early.

I do not accept that the tenant was denied access when he returned to the rental unit in the evening of September 5. I find it unlikely that B.D. would not have seen the tenant interacting with the landlords and I further find it unlikely that the tenant would not have told B.D. that the landlords denied him access instead of simply stating that his key did not fit. I find it more likely that the tenant returned to the rental unit to find that the landlords had changed the locks and that they were not home at the time. In the absence of any evidence to show that the tenant attempted to contact them to request further access, I find that the tenant surrendered possession of the unit in the afternoon of September 5. I therefore find that the landlords had to perform the cleaning which was left undone by the tenant. However, the only objective evidence provided by the landlords with respect to the condition of the rental unit



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were 6 photographs which show that the oven, refrigerator, kitchen counter and a corner of one room were not cleaned. I accept the landlords claim for 6 hours of cleaning by a professional at a rate of \$15.00 per hour and I award the landlords \$90.00. I dismiss the claim for \$500.00 for an additional 20 hours of cleaning performed by the landlords at a rate of \$25.00 per hour. I find the hourly rate to be excessive considering that professional rates are \$10.00 per hour lower and I find insufficient evidence to prove that an additional 20 hours of cleaning were required.

I find that the tenant failed to clean the carpets at the end of the tenancy and I award the landlords \$110.88 for carpet cleaning.

As the landlords have enjoyed some success I award them the \$50.00 filing fee paid to bring their application.

### Conclusion

The landlords are awarded \$1,000.00 which represents \$750.00 in rent for September, \$90.00 for cleaning, \$110.88 for carpet cleaning and \$50.00 for the filing fee paid to bring their application. I find that the \$350.00 security deposit should be applied to the debt and I order the landlords to retain the \$350.00 security deposit in partial satisfaction of this award. I grant the landlords a monetary order under section 67 for the balance of \$650.88. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: January 04, 2011

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