



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## 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 three agents. The tenant did not attend.

The landlord's agent testified that the notice of hearing documents were served to the tenant via registered mail on October 14, 2010 and that from tracking the service the landlord knew it was successfully delivered on October 18, 2010. The landlord provided the tracking number as confirmation of the registered mail service.

I accept that the tenant was served in accordance with the *Residential Tenancy Act* (Act) and sufficiently for the purposes of this hearing.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit; for monies owed or compensation for damage or loss resulting from a violation of the Act, regulation or tenancy agreement; 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 26, 37, 38, 67, and 72 of the Act.

### Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on February 17, 2010 for a 6 month fixed term tenancy beginning on March 1, 2010 for a monthly rent of \$895.00 due on the 1<sup>st</sup> of each month and a security deposit of \$447.50 was paid on February 18, 2010.

While the boxes on the tenancy agreement that stipulate what happens at the end of the 6 month fixed term in regards to continuing as a month to month tenancy or that the tenants must vacate the rental unit are not checked, the blocks for initials of the parties agreeing that the tenants must vacate are initialled by both parties.

The landlord's agent testified that that was completed in error and their practice is to never require a tenant to vacate at the end of a fixed term but always they seek to continue the tenancy on a month to month basis.

The landlord testified that the tenant failed to pay rent for the full month of August 2010 in the amount of \$472.50 and for the month of September 2010 as the tenant failed to provide the landlord with notice to end the tenancy but moved out prior to August 28, 2010.

The landlord has also submitted into evidence a copy of a move out Condition Inspection Report showing the condition of the rental unit at the start of the tenancy and at the end of the tenancy. The tenant signed the Report confirming the condition at the start of the tenancy but has not signed it at the end of the tenancy.

The landlord has provided a receipt for carpet cleaning in the amount of \$190.40 and internal invoices for 24 hours work at \$14.00 per hour for a total cleaning charge of \$336.00. The landlord, in his application, is seeking full recovery for the carpet cleaning costs and seeks \$434.81 for cleaning charges. The agent could not provide an explanation for the difference between the internal invoices totalling \$336.00 and the \$434.81 claim for cleaning.

### Analysis

I accept that the tenant failed to pay the full rent owed for the month of August 2010 and owes the landlord \$472.50 for this period. However, as the tenancy agreement is unclear as to what was to happen at the end of the fixed term but the initial blocks are completed that stipulate the tenants must vacate, I find that consideration by both parties at the time of signing the tenancy agreement was that the tenant would vacate at the end of the fixed term. As a result, I find the landlord is not entitled to rent for the month of September 2010.

I accept the move out Condition Inspection Report to be an accurate reflection of the condition of the rental unit at the end of the tenancy and find the landlord has established the value of a loss for carpet cleaning in the amount of \$190.40 and for general cleaning in the amount of \$336.00.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1048.90** comprised of \$472.50 rent owed; \$190.40 carpet cleaning; \$336.00 general cleaning; 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 \$447.40 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$601.40**. 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: February 15, 2011.

---

Residential Tenancy Branch