

DECISION

Dispute Codes MNR, MND, 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 two agents and the landlords. The tenant did not attend.

The landlord's agents provided testimony and documentary evidence that the notice of this hearing was served via registered mail. The address used by the landlord was provided by the tenant's friend.

The landlord's agent also submitted into evidence email correspondence between the tenant's friend and the landlord's agent confirming that the friend is acting on the tenant's behalf and provides the landlord with a forwarding address for the tenant.

I accept that based on the instructions provided to the landlord for the service of documents the tenant was sufficiently served with notice of this hearing and in accordance with Section 71(2)(c).

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for cleaning; losses or damages; 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, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on August 13, 2010 for a 1 year fixed term tenancy beginning on August 15, 2010 that stipulated the tenant was required to vacate at the end of the fixed term on August 31, 2011. A security deposit of \$1,250.00 was paid.

The landlord's agent provided a summary of events that states the tenant sent an email on October 1, 2010 stating that she would be terminating the tenancy at the end of the month. The agent confirmed in this summary that the tenant vacated the rental unit by 5:00 p.m. on November 1, 2010.

The landlord's agent provided confirmation they were able to rent the unit effective November 13, 2010 for a short term rental. The landlord's agent acknowledged this

new tenancy ended this tenant's obligations beyond the start of the new tenancy to any rent and seeks \$1068.49 for 12 days prorated rent.

The landlord has submitted a Condition Inspection Report for both move in and move out conditions and has also included a list of items supplied during the tenancy and a record of either condition or status of the items at the end of the tenancy. A number of items were missing and others were damaged in some way for a total estimated cost of \$932.11.

The landlord confirmed in his summary the rental unit required extensive cleaning and submitted an invoice from a local contracted cleaner to clean the rental unit on November 2, 2010, in the amount of \$268.80.

Analysis

Section 45 of the *Act* states a tenant may end a fixed term tenancy by giving the landlord a notice to end the tenancy effective on a date that, among other things, is not earlier than the date specified in the tenancy agreement as the end of the tenancy.

As the tenant gave notice to end the tenancy on October 1, 2010 I find the earliest she could end the tenancy would have been August 31, 2011 and that she remained responsible to pay rent for the rental unit until that time or until such time as the landlord was able to re-rent the unit to a new tenant.

I accept the landlord was able to rent the unit out effective November 13, 2010 and as such the tenant's obligation for the payment of rent ended at that time. As a result, I find the tenant owes the landlord \$1,068.49 for rent until November 12, 2010.

In the absence of any contrary testimony or evidence from the tenant, I accept the landlord's evidence and testimony confirming the requirement to clean the rental unit and to repair or replace the items listed in the landlord's evidence (copy of list attached to this decision).

I also accept the estimates for each of these items to be a reasonable and accurate reflection of the loss suffered by the landlord and find the landlord has provided sufficient evidence to establish the \$268.80 claim for cleaning and the \$932.11 for items missing or damaged.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,319.40** comprised of \$1068.49 rent owed; \$268.80 cleaning; \$932.11 for lost and damaged items 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 \$1,250.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1069.40**. 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: March 14, 2011.

Residential Tenancy Branch