



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

### Dispute Codes:

MNR, MNSD, MNDC, FF

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for a monetary Order for unpaid rent, for damage or loss under the Act, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on November 3, 2011, copies of the Application for Dispute Resolution and Notice of Hearing and evidence were personally given to the tenant at a pharmacy in downtown Victoria. A call had been placed to the tenant, who then attended at the pharmacy, to meet with the landlord. Service occurred at approximately 12 noon, with witnesses present.

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

Is the landlord entitled to a monetary Order for unpaid rent and damage or loss under the Act?

Is the landlord entitled to retain the deposit paid by the tenant?

Is the landlord entitled to filing fee costs?

### Background and Evidence

The tenancy commenced on January 1, 2010; rent was \$900.00 per month due on the first day of each month. A deposit in the sum of \$450.00 was paid at the start of the tenancy.

The tenant did not pay June, 2010, rent owed.

On June 14, 2010, the tenant informed the landlord that he was moving out. The landlord advertised the unit on a number of popular web sites and in the local newspaper and was not able to rent the unit until September 1, 2010.

The landlord stated this was a 6 month fixed-term tenancy agreement and that she submitted copies of the tenancy agreement, a condition inspection report and carpet cleaning receipt as evidence with the Application. The landlord testified that the tenant was served with this evidence on November 3, 2011.

The only evidence before me was a copy of a 2 page letter written by the landlord on June 14, 2010, signed by the landlord and tenant. This letter outlined issues related to the tenancy and rent payment. I requested that the landlord submit the missing evidence pages to me, so that they could be taken into account. The landlord stated that she also had a receipt for unit cleaning, but the tenant had not been served with a copy of that document.

The landlord submitted the requested evidence, which included a carpet cleaning receipt for the unit, dated June 26, 2010, in the sum of \$99.75. The landlord stated the unit rugs had been cleaned prior to the tenant moving in and that he failed to clean the carpets before vacating the unit, as required by the tenancy agreement.

### Analysis

Section 45 of the Act prohibits a tenant from giving notice ending a tenancy any earlier than the end date of the fixed term. The tenancy agreement submitted as evidence did not provide a date rent was due; however I find, in the absence of the tenant at this hearing, that the rent was due on the first day of each month; as stated by the landlord.

The tenancy agreement did not provide any information as to what would occur at the end of the fixed term, but the agreement did not require the tenant to vacate the rental unit.

Even if the tenant had given proper written Notice on June 14, 2010, and even if the tenancy agreement required the tenant to vacate at the end of the fixed term; the tenant was responsible for payment of rent to the end of the fixed term; July 15, 2010; and any time spent in the unit beyond that date.

There is no evidence before me that Notice was given or that the tenant paid June and July, 2010, rent owed. Therefore, I find, that the landlord is entitled to compensation for unpaid June and July, 2010, rent owed by the tenant, in the sum \$1,800.00. I have based this amount of rent owed in the sum of \$900.00 due on the first day of each month.

Based upon verification of carpet cleaning costs and the term of the tenancy agreement that required the tenant to clean the carpets, I find that the landlord is entitled to costs in the sum of \$99.75.

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

### Conclusion

I find that the landlord established a monetary claim, in the amount of \$1,949.75, which is comprised of unpaid June and July, 2010, rent, carpet cleaning and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

The landlord will retain the deposit in the sum of \$450.00 in partial satisfaction of the claim.

Based on these determinations I grant the landlord a monetary Order for **\$1,499.75**. 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: March 08, 2011.

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Residential Tenancy Branch