



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNR, MND, FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution for a monetary Order for damage to the unit, for unpaid rent and to recover the filing fee for the Application.

Although served with the Application for Dispute Resolution and Notice of Hearing on December 7, 2010, the Tenant did not appear. The Landlord provided evidence of the service of the Notice of Hearing by registered mail to the Tenant's residence and I was satisfied that the Tenant was served in accordance with Section 89 of the Residential Tenancy Act (the "Act").

The Landlord's Agent appeared, gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

### Issue(s) to be Decided

Has the Tenant breached the Residential Tenancy Act (the "Act") or tenancy agreement, entitling the Landlord to an Order for unpaid rent and damage to the rental unit relief and to recover the filing fee?

### Background and Evidence

This month to month tenancy began on May 1, 2009, and monthly rent was \$362.00.

This tenancy ended on or about October 1, 2009, after the Tenant provided insufficient notice to end the tenancy on September 10, 2009.

The Landlord's Agent testified that although the Tenant provided insufficient notice to end the tenancy effective at the end of September 2009, the Tenant's belongings

remained in the rental unit until mid October, causing the Landlord to lose rent for the month of October 2009.

The Landlord's Agent provided further testimony and evidence that the Tenant failed to return her key to the rental unit, causing the Landlord to incur a lock change fee, as well as failing to clean the rental unit and the carpet.

The Landlord is seeking compensation for unpaid rent for October 2009, of \$362.00, cleaning fee of \$80.00, a carpet cleaning of \$52.50 and a lock change fee of \$34.00, in the total amount of \$528.50.

In support of their application, the Landlord's relevant evidence included the tenancy agreement, receipts for the cleaning, lock change and carpet cleaning.

### Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

At the end of a tenancy, under Section 37 (2) (a) and (b), a tenant must leave the rental unit reasonably clean and return the key to the Landlord. Based on the unopposed testimony of the Landlord's Agent, and documentary evidence, I am satisfied that the Tenant did not meet her obligation to leave the rental unit reasonably clean, including cleaning the carpet, or return the rental unit key. Therefore, as the Landlord has substantiated these costs, I find the Landlord has established a monetary claim in the amount of **\$166.50**.

I am also satisfied, based on the unopposed testimony of the Landlord's Agent and evidence, that the Tenant provided insufficient notice under the Act to vacate, causing the Landlord to incur a loss of rent for October 2009. Therefore I find the Landlord has established a monetary claim in the amount of **\$362.00**.

As the Landlord was substantially successful with this application, I award the Landlord the filing fee paid for this application.

I find that the Landlord has established a total monetary claim of **\$578.50**, comprised of loss of rent for October 2009 of \$362.00, carpet and rental unit cleaning and lock change fee in the amount of \$166.50 and the \$50.00 fee paid by the Landlord for this application.

I grant the Landlord a Monetary Order in the amount of **\$578.50**, which must be served upon the Tenant and may be filed in Provincial Court (Small Claims) to be enforced as an Order of that court.

Conclusion

The Landlord is granted a Monetary Order in the amount of **\$578.50**.

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: April 20, 2011.

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Residential Tenancy Branch