



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR; MND; MNSD; FF

Introduction

This is the Landlords' application for a Monetary Order for unpaid rent and the cost of cleaning the rental unit; to retain the security deposit in partial satisfaction of their monetary claim; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony at the Hearing.

It was established that the Tenant received the Notice of hearing documents by registered mail, sent on March 30, 2011, and copies of the Landlords' documentary evidence were received on April 7, 2011.

It is important to note that the Tenant did not provide any documentary evidence to the Residential Tenancy Branch or to the Landlord prior to the date of the Hearing. On April 26, 2011, the Residential Tenancy Branch received documentary evidence from the Tenant, by Xpress Post. This documentary evidence is late and was therefore not considered.

Issues to be Decided

- Are the Landlords entitled to a monetary award for loss of revenue for the month of March, 2011, and for the cost of cleaning the carpets at the end of the tenancy?

Background and Evidence

A copy of the tenancy agreement was entered in evidence. The agreement was signed by the parties on November 17, 2010. Monthly rent was \$650.00, due on the first day of

each month. The Tenant paid a security deposit in the amount of \$325.00 at the beginning of the tenancy.

The Landlords provided evidence that the Tenant moved into the rental unit on December 1, 2010. The Tenant moved out of the rental unit on February 28, 2011.

The Landlord gave the following testimony and evidence:

On February 28, 2011, the Tenant moved out of the rental unit and returned the keys, without providing sufficient notice to the Landlords. The Landlords seek loss of revenue for the month of March, 2011, in the amount of \$650.00.

The Tenant refused to complete a move-out condition inspection with the Landlords. The Tenant did not leave the rental unit in a reasonably clean state and did not shampoo the carpets at the end of the tenancy. The Landlords seek to recover the cost of shampooing the carpets in the amount of \$75.00.

The Tenant gave the following testimony:

The Tenant provided the Landlord with written notice that she was ending the tenancy.

The Tenant thoroughly cleaned the rental unit, but did not shampoo the carpets. The Tenant took photographs of the rental unit at the end of the tenancy, but did not provide copies of the photographs to the Landlord or to the Residential Tenancy Branch because she did not have time to do so, and her kids come first.

Analysis

The Tenant was uncertain about the date on which she gave the Landlord written notice that she was ending the tenancy. The Landlord provided a copy of a letter dated March 3, 2011, from the Tenant which states, in part, "Further to my notice given January 29th, 2011". The Landlord also provided documentary evidence that she was away on January 29, 2011. During the Hearing, the Tenant stated that she "told" the Landlord

she was moving, and later in her testimony, she stated that she “handed the Landlord” her written notice on “January 30 or 31”, but she was not sure of the date.

The Landlord stated that she and the Tenant used to be friends. She stated that the Tenant must be confused and may have intended to provide her written notice. The Landlord testified that she did not know that the Tenant was thinking of moving out until February 26, 2011, when she noticed the Tenant’s “status” on a social networking site.

The Landlord provided a copy of a note from the Tenant in evidence, which the Tenant had dated April 28, 2011. It is clear that the note could not have been written on April 28, 2011, as that date has not yet arrived.

For these reasons, I accept the Landlord’s version of events, and find that the Tenant did not provide one clear month’s written notice, as is required by the Act. Therefore, the Landlord is entitled to loss of revenue for the month of March, 2011.

I dismiss the Landlord’s claim for the cost of shampooing the carpets. Normally, unless a tenant has a pet or smokes, Tenants are not required to shampoo the carpets at the end of a 3 month tenancy. There is no clause in the tenancy agreement requiring the Tenant to shampoo the carpets at the end of the tenancy.

The Landlords have been partially successful in their application and are entitled to recover the cost of the filing fee from the Tenant.

Pursuant to Section 72(2)(b) of the Act, the Landlords may apply the security deposit towards partial satisfaction of the Landlords’ monetary award. No interest has accrued on the security deposit.

The Landlords have established a monetary claim as follows:

Loss of revenue	\$650.00
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Subtotal	\$700.00
Less security deposit	- \$325.00
TOTAL AMOUNT DUE TO THE LANDLORDS AFTER SET-OFF	\$375.00

Conclusion

I hereby provide the Landlords with a Monetary Order in the amount of \$375.00 for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (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: April 26, 2011.

Residential Tenancy Branch