

Decision

Dispute Codes: MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's application for a monetary order as compensation for unpaid rent or utilities / compensation for damage or loss under the Act, regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act, Regulation or tenancy agreement

Background and Evidence

There is no written tenancy agreement in evidence for this month-to-month tenancy which began on December 1, 2009. Monthly rent of \$900.00 was payable in advance on the first day of each month, and a security deposit of \$450.00 was collected. There was no move-in condition inspection report completed by the parties.

The parties had a conversation between them in mid-October 2010, pursuant to which they appear to have reached an understanding that the tenant would begin looking for alternate accommodation. The tenant paid rent up to the end of October, and subsequently vacated the unit on or about November 12, 2010. There is no evidence that either party provided the other with written notice to end tenancy, and no evidence that the tenant informed the landlord of his forwarding address. Ultimately, the tenant purchased the services of a private investigator to determine the tenant's new address. The landlord claims that the unit was in need of cleaning after the tenant vacated, and that certain rubbish and pieces of furniture were required to be removed. While the landlord has submitted evidence which includes, but is not necessarily limited to, pictures of the large discarded items of furniture and a receipt for removal, there is no evidence that she undertook to complete a move-out condition inspection report. The tenant disputes that items of furniture were left behind and claims that the unit was left in clean condition. The landlord testified that new renters were found effective December 1, 2010.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

The various aspects of the landlord's claim and my related findings are set out below.

\$900.00*: *unpaid rent for November 2010.*

Section 45 of the Act speaks to **Tenant's notice**, and provides in part:

45(1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

After paying rent to the end of October 2010, in the absence of any evidence that the tenant either paid rent for November 2010, or that he complied with the above statutory provisions when he effectively ended the tenancy and vacated the unit on or about November 12, 2010, I find that the landlord has established entitlement to the full amount claimed.

\$721.39*: *removal services*. Following consideration of the documentary evidence and testimony of both parties, I prefer the landlord's evidence and I find on a balance of probabilities that the landlord has established entitlement to the full amount claimed.

\$200.00: *cleaning services*. Based on the documentary evidence and testimony of the parties, and in the absence of either a move-in or move-out condition inspection report, I find on a balance of probabilities that the landlord has failed to meet the burden of proving entitlement to any portion of the amount claimed. Accordingly, this aspect of the landlord's application is hereby dismissed.

\$475.00: *fees for private investigator (address search)*. Section 72 of the Act addresses **Director's orders: fees and monetary orders**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, this aspect of the landlord's application is hereby dismissed.

\$11.00: courier cost. For reasons identical to the reasons set out immediately above, this aspect of the landlord's application is hereby dismissed.

\$50.00*: filing fee. As the landlord has achieved a measure of success with this application, I find that she has established entitlement to the full amount claimed.

Total: \$1,671.39

I find that the landlord has established a claim of \$1,671.39, as set out in detail above. I order that the landlord retain the security deposit of \$450.00, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,221.39 (\$1,671.39 - \$450.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of \$1,221.39. Should it be necessary, this order may be served on the tenant, filed in the 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*.

DATE: July 18, 2011

Residential Tenancy Branch