



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, 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 agent and the tenant.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for carpet cleaning; 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 37, 38, 45, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by the parties on April 2, 2009 for a month to month tenancy for a current monthly rent of \$825.00 due on the 1st of each month with a security deposit of \$400.00 paid on April 2, 2009.

The tenancy agreement stipulates how a tenant may end a monthly tenancy by providing the landlord with a notice to end the tenancy and that a notice given the day before rent is due in a given month ends the tenancy at the end of the following month. The agreement also provides the following example: "if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th".

The landlord also provide a copy of the tenant's notice to vacate the rental unit dated February 15, 2011 indicating the tenant wants to end the tenancy effective on March 15, 2011. The tenant testified that as she never heard back from the landlord until March 1, 2011 she was unaware there may be a problem with ending the tenancy mid-month.

The tenant also testified that the landlord would not be able to re-rent the unit right after the end of the tenancy because there was a lot of work to the rental unit to prepare it to re-rent such as upgrading the wiring and making other repairs.

The landlord submitted a copy of a Condition Inspection Report completed both at move in and move out. The report indicates that at the start of the tenancy the carpet in one bedroom was new and that at the end of the tenancy it required cleaning. The tenant did not dispute that she did not clean the carpets at the end of the tenancy but did testify that when she moved in the carpet was not cleaned.

The tenant testified that she reported this to the onsite caretaker who told her there wasn't much they could do about it at that time but that she would not be charged for any carpet cleaning at the end of the tenancy. The landlord's agent has no recording of this in the tenant file.

Analysis

Section 45 of the *Act* allows a tenant to end a tenancy by giving the landlord notice to end the tenancy effective on a date that is at least one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Despite the tenant's assertion that the landlord didn't advise her about this issue until March 1, 2011, I find the earliest the tenant could have ended the tenancy when giving a notice to end the tenancy in the month of February 2011 would have been March 31, 2011 and as such the tenant remains responsible for the full rent for the month of March 2011.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave it reasonably clean, and undamaged except for reasonable wear and tear. This section does not contemplate the condition of the rental unit at the start of the tenancy.

In addition Residential Tenancy Policy Guideline #1 states "Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year."

Although the tenant asserts the condition of the carpet was not clean at the start of the tenancy, I find the cleanliness of the carpet at the start of the tenancy is not relevant to the cleanliness of the carpet at the end of the tenancy, almost two years later.

Despite the tenant's assertion the caretaker verbally promised she would not be held responsible for carpet cleaning at the end of the tenancy, I find the tenant has provided not corroborating evidence to support this claim and therefore I find the claim not enforceable.

As the tenancy was longer than one year and in conjunction with the above, I find the tenant is responsible for carpet cleaning.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$540.90** comprised of \$412.50 rent owed; \$78.40 carpet cleaning 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 \$400.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$140.90**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: July 12, 2011.

Residential Tenancy Branch