

DECISION

Dispute Codes FF, MNR, MNSD, SS

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent and cleaning and repair costs?

Background and Evidence

The tenancy began on or about October 21, 2010 and ended on April 21, 2011 on a 6 month fixed term lease. Rent in the amount of \$850.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$425.00. Both parties agree to the following; that the entered into a mutual agreement to end tenancy effective April 21, 2011, the landlord provided a copy of the agreement dated April 6, 2011. The landlord testified to the following; the tenant put a stop payment to the April rent cheque on April 8, 2011 and left the rental unit early and in an unsuitable manner for re-rental. The landlord is seeking a pro-rated amount of rent for the twenty one days of the month, his filing fee, the recovery of the returned cheque fee issued by the bank, and compensation for his time in cleaning the unit.

The tenant testified to the following; did not dispute that she put a stop payment on the April rent cheque and left the unit on April 8, 2011, the tenant left early due to the fact she felt the landlord should not be entitled to a full months' rent and that the landlord was unreasonable on when she could move, the tenant advised the landlord to retain

the security deposit as compensation for the unpaid rent and felt that it was more than adequate, the tenant was asking the landlord to be flexible with the lease to allow her to leave a month early or a month later to accommodate her upcoming school schedule, she adamantly denies the unit was left in poor condition and testified that the unit was in better condition when she left than when she first moved in and disputes the evidence of the landlord for the \$7.00 dollar bank fee as it is unclear as to what it pertains to.

Analysis

Both parties agree that the rent was not paid for the 21 days of April, The tenant signed into a mutual end of tenancy and two days later wilfully breached the agreement without any communication to the landlord. I find the landlord has proven his claim for this portion of his application. The landlord is entitled to a pro-rated amount of rent for twenty one days with the following calculation: $\$850.00 \text{ divided by } 30 \text{ days} = \$28.33 \times 21 \text{ days} = \595.00 .

The landlord was unable to provide any documentation as to the condition of the unit and no conclusive evidence of the repairs and cleaning; accordingly I dismiss that portion of his application.

As for the \$7.00 bank fee the landlord stated was for the return of the tenants cheque, I agree with the tenant and find that it is not clear as to what that charge is, accordingly I also dismiss that portion of the landlords application.

As for the monetary order, I find that the landlord has established a claim for \$595.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$425.00 deposit .I grant the landlord an order under section 67 for the balance due of \$220.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$220.00. The landlord may retain the security deposit.

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: August 11, 2011.

Residential Tenancy Branch