



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNDC, MNR, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage to the rental unit; a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the female Tenant via registered mail at the forwarding address provided by the Tenant, on May 04, 2011. The Agent for the Landlord cited a Canada Post tracking number that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the female Tenant did not appear at the hearing.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the male Tenant via registered mail at the forwarding address provided by the Tenant, on May 04, 2011. The Agent for the Landlord cited a Canada Post tracking number that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the male Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for unpaid rent and for cleaning the rental unit; to retain all or part of the security deposit paid by the Tenant; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Landlord submitted a copy of a tenancy agreement, which is signed by both tenants, which indicates that the parties entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$815.00 on the first day of each month and that the Tenant paid a security deposit of \$407.50.

The Agent for the Landlord stated that the Landlord and the Tenant completed a Condition Inspection Report on April 03, 2010, which is shortly after this tenancy began. This Condition Inspection Report, which was submitted in evidence, indicates that the rental unit was clean condition at the start of the tenancy.

The Agent for the Landlord stated that Tenant vacated the rental unit on April 30, 2011. The Agent for the Landlord stated that the Tenant did not pay rent when it was due on May 01, 2011 and the Landlord is seeking compensation for unpaid rent from May.

The Agent for the Landlord stated that on April 04, 2011 the Landlord received a Late Vacate Notice from the Tenant, in which the Tenant indicated their intent to end the tenancy on April 30, 2011. A copy of the Late Vacate Notice, which was dated April 01, 2011, was submitted in evidence.

The Agent for the Landlord stated that the Tenant did not attend the appointment that was scheduled for noon on April 30, 2011; that the Landlord posted a Notice of Final Opportunity to Schedule an Inspection on the door of the rental unit which re-scheduled the appointment for 2:00 p.m. on April 30, 2011; and that the Landlord completed a Condition Inspection Report at 2:00 p.m. on April 30, 2011 in the absence of the Tenant. This Condition Inspection Report, which was submitted in evidence, indicates that the rental unit required some cleaning; that the drapes needed cleaning; and that the carpets need cleaning.

The Agent for the Landlord stated that employees of the Landlord spent approximately 6.5 hours cleaning the drapes and the rental unit.

The Agent for the Landlord stated that the Landlord paid \$89.54 to have the carpets professionally cleaned. The Landlord did not submit a receipt in support of this claim.

Analysis

On the basis of the evidence submitted by the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement with the Landlord that required them to pay monthly rent of \$815.00 on the first day of each month and that the Tenant paid a security deposit of \$407.50.

On the basis of the evidence submitted by the Landlord and in the absence of evidence to the contrary, I find that sometime after March 31, 2011 the Tenant provided the

Landlord with notice of their intent to vacate the rental unit on April 30, 2011 and that the Tenant did vacate the rental unit on April 30, 2011.

I find that the Tenant failed to comply with section 45 of the *Act* when the Tenant failed to provide the Landlord with written notice of their intent to end the tenancy on a date that is not earlier than one month after the date the Landlord received the notice and is the day before the date that rent is due. To end this tenancy on April 30, 2011 in compliance with section 45 of the *Act*, the Tenant would have had to provide written notice to the Landlord on, or before, March 31, 2011. As the Tenant did not give written notice to the Landlord until after March 31, 2011, I find, pursuant to section 53 of the *Act*, that the earliest effective date of the notice given by the Tenant was May 31, 2011.

As the Tenant had not ended the tenancy in accordance with section 45 of the *Act* until May 31, 2011, I find that the Tenant was obligated to pay rent when it was due on May 01, 2011. I therefore find that the Tenant owe the Landlord rent for May, in the amount of \$815.00.

When making a claim for damages under a tenancy agreement or the *Residential Tenancy Act (Act)*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that a damage or loss occurred; that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the evidence submitted by the Landlord and in the absence of evidence to the contrary, I find that the drapes in the rental unit required cleaning and some general cleaning was required in the unit at the end of the tenancy. I find that the Tenant failed to comply with section 37(2) of the *Act* when they failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the time the Landlord's employees spent cleaning the unit and the drapes. I find that Landlord's claim of \$78.50 is reasonable for time spent cleaning the drapes and the unit.

On the basis of the evidence submitted by the Landlord and in the absence of evidence to the contrary, I find that the carpet required cleaning at the end of the tenancy. In addition to establishing that the carpet needed cleaning, the Landlord must also accurately establish the cost of cleaning the carpet. In these circumstances, I find that the Landlord failed to establish the true cost of cleaning the carpet. In reaching this conclusion, I was strongly influenced by the absence of any documentary evidence, which should have been readily available to the Landlord, which corroborates the Agent for the Landlord's statement that it paid \$89.54 to clean the carpet. On this basis, I dismiss the Landlord's claim for compensation for cleaning the carpet.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$943.50, which is comprised on \$815.00 in unpaid rent, \$78.50 for cleaning the unit and the drapes; and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

Pursuant to section 72(2) of the Act, I authorize the Landlord to retain the Tenant's security deposit in partial satisfaction of this monetary claim. Based on these determinations I grant the Landlord a monetary Order for the balance of \$536.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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*.

Dated: August 16, 2011.

Residential Tenancy Branch