



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes MNR, MND, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for loss of rent, for damage or cleaning of the rental unit, for compensation under the Act and the tenancy agreement, to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on May 28, 2011, and deemed under the Act to be received five days later, the Tenant did not appear. I find the Tenant has been duly served in accordance with the Act.

Two Agents for the Landlord appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I note that at the outset of the hearing the Agents for the Landlord reduced the amount of the monetary order being sought against the Tenant.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

### Background and Evidence

This tenancy began on July 1, 2009. The Tenant paid the Landlord a security deposit of \$450.00 on June 30, 2009. The market rent for the rental unit was \$1,500.00, however, the Tenant qualified for a rent subsidy. At the end of the tenancy the Tenant was paying \$595.00 per month in rent.

On February 24, 2011, the Tenant gave the Landlord a note stating she was vacating the rental unit on February 28, 2011.

The Landlord is claiming it has incurred significant costs to clean and repair the rental unit due to the condition it was left in by the Tenant.

The Landlord claims that due to the short notice given by the Tenant they lost one month of rent for the rental unit.

The Landlord alleges the Tenant did not clean the carpets.

The Agent for the Landlord who did the cleaning testified that the Tenant left the rental unit very dirty. The Agent testified that the Tenant did not clean the oven or stove, did not clean behind or under the appliances, left food in the refrigerator and did not clean up many cigarette butts on the patio.

The Agents testified that the Tenant had damaged some portions of the walls and left these dirty, requiring cleaning and painting. The Landlord is only requesting a portion of the painting costs to account for the time the Tenant was in the rental unit.

The Agents testified that the Tenant removed and damaged window screens, damaged curtains and the track mechanism, broke the toilet handle and removed a closet door from the rental unit. The Landlord claims as follows:

a.	Loss of rent for March 2011	595.00
c.	Suite painting (a portion of the total cost \$627.20)	172.98
d.	Curtain rods and mechanism	271.60
e.	Toilet handle	20.00
f.	Suite cleaning 15 hours	300.00
g.	Curtains	20.00
h.	Closet door	115.60
i.	Filing fee	50.00
	<b>Total claimed</b>	<b>\$1,655.58</b>

In support of these claims, the Landlord has provided copies of the tenancy agreement, the condition inspection reports, invoices, receipts and the notice given by the Tenant.

### Analysis

Based on the above, the testimony and evidence, and a balance of probabilities, I find that the Tenant has breached section 37 of the Act, by failing to leave the rental unit in a reasonably clean condition, and by failing to repair damages that the Tenant was responsible for.

I also find the Tenant did not give the required Notice to End Tenancy. Under the Act and Tenancy Agreement, the Tenant was required to give the Landlord one month notice to end the tenancy.

Under section 45 of the Act, if the Tenant wanted to end the tenancy on February 28, 2011, the latest she could have given her notice would have been January 31, 2011.

I also find the Landlord performed condition inspection reports in accordance with the Act.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find the Landlord suffered losses due to the Tenant's breaches.

I find that the Landlord has established a total monetary claim of **\$1,655.58** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord retain the deposit of **\$450.00** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$1,205.58**.

This order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is final and binding on the parties, except as provided for under the Act and 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: September 09, 2011.

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Residential Tenancy Branch