



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC

Introduction

This hearing dealt with the landlords' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by both landlords. The tenants did not attend.

The landlord submitted into evidence confirmation the tenants were served with a copy of their Application for Dispute Resolution and notice of this hearing on August 22, 2011 by registered mail. The landlord provided print outs of tracking information showing the tenants signed for receipt of this service. I accept the tenants have been sufficiently served with notice of this hearing.

Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to a monetary order for unpaid rent; for damage and cleaning of the rental unit; for all or part of the security deposit and to recover the filing fee from the tenants 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 landlords submitted into evidence:

- A copy of a tenancy agreement signed by both parties on July 19, 2010 for a 1 year fixed term tenancy beginning on August 1, 2010 for a monthly rent of \$1,825.00 due on the 1st of each month and that a security deposit of \$900.00 was paid on July 19, 2010;
- A copy of the tenants' letter to the landlords dated May 26, 2011 providing notice that the tenants intended to vacate the property by July 1, 2011; and
- A copy of a Condition Inspection Report signed by both parties at both the beginning and end of the tenancy. The tenants signed the Report indicating they agreed with the landlords' retention of the security deposit and the cost of cleaning and replacement blinds.

The landlords testified they hired cleaners at \$25.00 for 6 hours worth of cleaning and the blinds were obtained from the original supplier of blinds to the complex in the amount of \$196.00.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 45 of the *Act* stipulates a tenant can end a fixed term tenancy by providing the landlord with notice of their intent to end the tenancy on a date that is, among other things, not earlier than the date specified in the tenancy agreement as the end of the tenancy. Based on the tenants' letter to the landlord I find that despite vacating the rental unit on or before July 1, 2011, the tenants remain responsible for the payment of rent for the month of July 2011.

Section 37 of the *Act* requires tenants who are vacating a rental unit to leave the unit reasonably clean and undamaged except for reasonable wear and tear. I accept based on the landlord's undisputed testimony and the Condition Inspection Report that the rental unit required cleaning and blinds required replacement.

As such, I find the tenants failed to comply with Section 37 of the *Act*. As a result, I also find the landlord has suffered a loss and that that loss results from a violation of the *Act*. I also find the landlords have established the value of that loss through their undisputed testimony and their notations on the Condition Inspection Report.

I also accept the tenants acknowledge responsibility for all of this debt by way of their signature on the Condition Inspection Report and in light of the payment they provided the landlord on July 12, 2011 in the amount of \$317.50.

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit less any mutually agreed upon deductions (in writing) or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

I find the landlords have complied with Section 38(1) in that they had written agreement from the tenants to retain the security deposit.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,902.50** comprised of \$1,825.00 rent owed; \$150.00 cleaning; \$195.00 replacement blinds; and the \$50.00 fee paid by the landlords for this application less \$317.50 payment received by the landlords.

I order the landlord may deduct the security deposit and interest held in the amount of \$900.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,002.50**. This order must be served on the tenants. If the tenants fail 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: November 04, 2011.

Residential Tenancy Branch