



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD and FF

Introduction

This application was brought by the landlord on November 15, 2011 seeking an Order of Possession pursuant to a Notice to End Tenancy for unpaid rent served on September 2, 2011. The landlord also sought a Monetary Order for unpaid rent, late fees, and recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

At the commencement of the hearing, the parties advised that the tenants had vacated the rental unit on November 18, 2011 and that the Order of Possession was no longer required.

Issue(s) to be Decided

The matter now requires a decision on whether the landlord is entitled to the Monetary Order and in what amount.

Background and Evidence

While the tenants have lived in the rental building for about five years, they moved into the subject rental unit on or about June 1, 2009. Rent was \$1,200 per month and the landlord holds a security deposit of \$600 paid on May 18, 2009.

During the hearing, the landlord gave evidence that the Notice to End Tenancy had been served when the tenants had not paid the rent due on September 1, 2011.

The tenants were able to pay some of the arrears resulting in a remaining shortfall for October 2011 of \$550. The tenants signed a standard form Notice to Landlord on October 31, 2011 stating that they would be vacating in mid-November 2011 and authorizing the landlord to retain \$117.60 including tax from their security deposit for carpet cleaning.

The attending tenant gave evidence that the account had fallen into arrears when her husband had an employment layoff and the couple had been searching for less expensive accommodation.

The landlord stated that they had been excellent tenants and cooperative in every respect.

At present, the landlord seeks a monetary award for the October rent shortfall of \$550, the full rent for November of \$1,200 plus \$25 late fee, the cost of carpet cleaning as agreed by the tenants, recovery of the filing fee for this proceeding and authorization to retain the security deposit/

Analysis

The parties concurred with the facts on every issue with the exception of the portion of the November rent claimed after the tenants had vacated.

I find that, as the tenant's notice was less than the one-month given in advance of the last month of the tenancy as required under section 45 of the *Act* and the tenants are responsible for the full month's rent for November of 2011.

Therefore, including recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed, I find that the tenants owe to the landlord an amount calculated as follows:

Rent shortfall remaining in October 2011	\$ 550.00
Late fee for November 2011	25.00
Carpet cleaning	117.60
Filing fee	<u>50.00</u>
Sub total	\$1,942.60
Less retained security deposit (No interest due)	- 600.00
TOTAL	\$1,342.60

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$1,342.60 for service on the tenants.

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 30, 2011.

Residential Tenancy Branch