



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNR, MNSD, FF

Introduction

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

The hearing was conducted via teleconference and was attended by the landlord only, the tenant did not attend.

The landlord provided documentary evidence that he served the tenant with the notice of hearing documents, pursuant to Section 59(3) of the Residential Tenancy Act (Act) by registered mail on October 27, 2011 in accordance with Section 89. As per Section 90, the documents are deemed received by the landlord on the 5th day after it was mailed.

I accept, based on this evidence, the tenant was sufficiently served with notice of this hearing.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage or loss; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on August 1, 2010 for a month to month tenancy beginning on August 1, 2010 for the monthly rent of \$1,250.00 due on the 1st of each month with a security deposit of \$675.00 paid.

The landlord testified the tenant provided verbal notice on September 3, 2011 that she would be vacating the rental unit at the end of September. He further stated that she did vacate by September 30, 2011. The landlord provided a copy of a Notice of Final Opportunity to Schedule a Condition Inspection and testified that she did not attend the move out inspection.

The landlord also provided a copy of a Condition Inspection Report showing the condition of the rental unit at the start and end of the tenancy. The landlord asserts that he cleaned the rental unit for at least 6 hours and seeks compensation in the amount of

\$25.00 per hour. The landlord also seeks compensation for a replacement lock set as the tenant failed to return all keys to the rental unit. The landlord has provided a receipt for the lockset in the amount of \$55.97.

Analysis

Section 45 of the *Act* states that a tenant may end a tenancy by providing the landlord with a notice to end the tenancy on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable.

As such, I find the earliest the tenant could end the tenancy, based on the landlord's undisputed testimony, was October 31, 2011 and as such the tenant is responsible for the payment of rent for the month of October, 2011.

I also accept based on the written evidence and undisputed testimony from the landlord that the rental unit required the claimed cleaning and replacement locks, as noted by the landlord.

Conclusion

Based on the above, I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,505.97** comprised of \$1,250.00 rent owed; \$150.00 cleaning; \$55.47 lock replacement and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$675.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$830.97**.

This order must be served on the tenant. If the tenant fails 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: January 17, 2012.

Residential Tenancy Branch