



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, 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 landlords only. The tenants did not attend.

The landlords testified that despite the rental unit being abandoned by the tenants the landlord has confirmed through a local bylaw enforcement officer that the address provided in this Application is in fact the tenant's current address.

The landlords testified they served the tenants with the notice of hearing documents and the Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail 3 times in accordance with Section 89. In addition when all registered mail was returned the landlord served the tenant through regular mail. As per Section 90, the documents are deemed received by the tenants on the 5th day after it was mailed.

Based on the testimony of the landlord, I find that the tenants have been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for lost rent and for the cost of cleaning the unit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 45, 67, and 72 of the *Act*.

Background and Evidence

The landlords provided into evidence a copy of a tenancy agreement signed by the parties on March 3, 2011 for a month to month tenancy beginning on March 1, 2011 for the monthly rent of \$950.00 due on the 1st of each month.

The landlords testified that sometime in mid November 2011 the tenants verbally advised the landlord's they intended to move out of the rental unit and that the landlord's advised the tenants that they would require a written notice and that the tenants would be held responsible for rent for the month of December 2011.

The landlords went on to say that the tenants did not follow up until the landlord attempted to collect rent on December 1, 2011 and found the tenants had vacated the rental unit and left a written notice to end tenancy "backdated" to October 15, 2011.

The landlords testified that after the tenants left it took 24 hours of cleaning as a result of the condition the tenants left the rental unit in. The landlords indicated an average cost of cleaning per hour in their area would be approximately \$15.00 per hour.

The landlord also seeks compensation for the utility charges for water applied to the rental unit for the duration of the tenancy that the tenants did not pay in the amount of \$368.80. The landlord submitted a copy of the bill forward to the landlord with the account name of one of the tenants.

Analysis

Section 45 of the *Act* allows a tenant to end a tenancy by giving the landlord a written notice of their intent to end the tenancy effective 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 under the tenancy agreement.

As such, as the tenants did not provide a valid written notice to end their tenancy on or before the date the landlords discovered the tenants had abandoned the property (December 1, 2011), I find the earliest the tenants could have vacated the rental unit in compliance with Section 45 was January 31, 2012.

As such, I find the tenants are responsible for the payment of rent for December 2011 and January 2012 to the landlords. I also accept, based on the undisputed testimony of the landlord, that the rental unit required cleaning to the extent described by the landlords and find the landlords are entitle to compensation in the amount of \$360.00.

As the tenancy agreement states the tenant is responsible for the payment of utilities I accept the tenants had not paid the water utility bill and as such the landlord was billed by the utility provided and has suffered this loss.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$2,678.80** comprised of \$1,900.00 rent owed; \$368.80 utilities; \$360.00 cleaning and the \$50.00 fee paid by the landlord for this application.

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: March 02, 2012.

Residential Tenancy Branch