



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, 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 tenant and two agents for the landlord.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for lost revenue; for carpet cleaning; 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, 45, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on January 7, 2011 for a 1 year fixed term tenancy beginning on January 1, 2011 that converted to a month to month tenancy on January 1, 2011 for a monthly rent of \$820.00 with a security deposit of \$410.00 paid;
- A copy of the tenant's notice to the landlord dated December 5, 2011 indicating that she would be vacating the rental unit effective the last day of December 2011;
- A copy of a Condition Inspection Report recording the carpet required cleaning in the living room and the landlord's notation that the tenant agreed with paying \$89.54 for carpet cleaning but that she disagreed with the outstanding rent for January 2012.

The tenant testified that she did not dispute the landlord's claim for carpet cleaning, in the amount submitted.

In relation to the rent the tenant asserts that her "lease" with the landlord ended on December 31, 2011 and that she had not entered into a new tenancy agreement with the landlord. She also testified that she informed the landlord verbally in November that she did not want the landlord to continue to take her rental payments directly from her

account and that she was looking for work outside of the local area. The tenant confirmed that she provided the landlord with written notice to end the tenancy on December 5, 2011.

Analysis

Despite the tenant's claim that she did not have a new tenancy agreement with the landlord I note from the tenancy agreement submitted that the tenancy agreement was for a fixed term ending on December 31, 2011 but that it also converted to a month to month tenancy effective on January 1, 2011.

Section 45 of the *Act* requires a tenant who seeks to end a month to month tenancy to provide the landlord **written** 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 under the tenancy agreement. From the tenant's testimony, I find the tenant was not compliant with Section 45 when she issued her notice. As a result, I find the tenant is responsible for the payment of rent for January 2012.

As the tenant does not dispute the carpet cleaning charge I accept the landlord is entitled to \$89.54 for this compensation.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$959.54** comprised of \$820.00 rent owed; \$89.54 carpet cleaning 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 \$410.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$549.54**.

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: March 13, 2012.

Residential Tenancy Branch