



# 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 three agents for the landlord.

The landlord submitted documentary evidence that he served the tenant with the notice of hearing documents and his Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on January 13, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5<sup>th</sup> day after it was mailed.

Based on the evidence of the landlord, I find that the tenant has 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 cleaning the rental unit; 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 *Act*.

### Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by the parties on August 12, 2009 for an 11.5 month fixed term tenancy beginning on August 11, 2009 for a monthly rent of \$1,100.00 plus \$40.00 parking due on the 1<sup>st</sup> of each month with a security deposit of \$550.00 paid on July 7, 2009.

The tenancy agreement does not stipulate if the tenant was required to vacate the unit at the end of the fixed term or if the tenancy was to continue as a month to month tenancy. The landlord testified the tenancy continue after this a month to month tenancy.

The landlord also testified the rent amount was increased effective September 1, 2010 to \$1,120.00. The landlord testified and provided a copy of an agreement signed by the

tenant to an increase in the rent effective December 1, 2011 to \$1,260.00 due to an additional occupant.

The landlord also submitted into evidence a copy of the tenant's notice to end the tenancy dated December 9, 2011 with an effective vacancy date of January 1, 2012 and copies of subsequent email correspondence from the landlord advising the tenant that based on the tenant's notice the tenant must vacate December 31, 2011 and that the tenant would be responsible for rent for January 2012.

The landlord has submitted several copies of online advertisement attempting to re-rent the unit but was not able to secure a new tenant until late February 2012. The landlord seeks compensation for rent for the month of January.

The landlord has also submitted into evidence a copy of a Condition Inspection Report indicating the floors needed cleaning; walls in the dining area had food and drink stains; blinds in the living and dining area required cleaning; the fridge, stove, mirrors and windows required cleaning.

The report indicates the tenant made no attempt to clean and the entire unit required cleaning. The landlord has submitted receipts for cleaning the rental unit; cleaning the windows and mirrors; and cleaning the window coverings.

### 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* requires a tenant who wants to end a tenancy to provide the landlord with notice of this intention effective on a date that is not earlier than one month after the date the landlord receives the notice.

I accept, from the landlord's undisputed testimony and evidenced the tenant provided the landlord with notice to end the tenancy that was not compliant with Section 45 of the *Act*. I also accept the landlord's testimony that the unit was not rented until February 2012 and as such, I find the landlord has suffered a loss as result of the tenant's non-compliance with Section 45.

I also find the landlord has taken all reasonable steps to find a new tenant to mitigate any losses incurred by the tenant's non-compliance with Section 45. As a result I find the landlord is entitled to rent and parking for January 2012.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean. Based on the documentary evidence and undisputed testimony of the landlord, I find the landlord has established the tenant failed to leave the unit reasonably clean and has therefore not complied with Section 37.

I find the landlord has established the value of the loss incurred as a result of the tenant's failure to comply with Section 37 and that the landlord took reasonable steps to clean the rental unit. I therefore find the landlord is entitled to the compensation sought for cleaning the unit; cleaning the windows and mirrors; and cleaning the window coverings.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,862.43** comprised of \$1,260.00 rent and parking owed; \$552.43 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 \$550.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,312.43**.

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 15, 2012.

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Residential Tenancy Branch