



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 an application by the landlords for a monetary order for unpaid rent, money owed or compensation due to damage or loss and recovery of the filing fee.

Both parties participated in the face to face hearing.

Issue(s) to be Decided

Are the landlords entitled to any of the above under the Act.

Background and Evidence

This tenancy began March 1, 2010 with monthly rent of \$2000.00 and the tenants paid a security deposit of \$1000.00.

The landlord testified that the tenants did not pay the \$2000.00 March 2012 rent and were subsequently served with a 10 day notice for unpaid rent. The landlord stated that the tenants then vacated the rental unit on March 14, 2012.

The landlord stated that repeated calls were made to the tenants and that they spoke in person to one of the tenants regarding scheduling a move out inspection however on March 14, 2012 when the tenants vacated the rental property, the tenants left a note on the landlord's step stating that they would not and did not need to attend the move out inspection with the landlord. The landlord stated that upon taking possession of the rental unit they found the rental unit dirty and there was debris all throughout the property and rental unit.

The tenant testified that on the day in question they had agreed to a time of 7:00PM for the move out inspection however the landlord changed the time to 4:30PM and the tenants could not attend as they were still at work. The tenant stated that it was after the landlord went ahead with the inspection on their own that they left the note and keys on the landlord's steps.

The tenant stated that proper 30 days notice had been given to the landlord as they had advised the landlord in early February that they would be vacating March 15, 2012. The tenant stated that they had asked the landlord to destroy their rent cheque for March and that they would then pay \$1000.00 for ½ of March. The tenant acknowledged that they did not clearly understand the legislation in regards to proper notice when vacating.

The landlord stated that they had to hire people to clean the yard, haul trash to the dump and that the entire house had to be cleaned. The tenant responded by stating that some items had been left behind but that they did clean and that they believed the property to be in acceptable condition.

The landlord in this application is seeking \$2000.00 compensation for the unpaid March 2012 rent and \$1183.48 compensation for cleaning costs.

After some discussion the parties agreed to an amount of \$500.00 to the landlord for reimbursement of the costs to have the rental unit cleaned. Both parties understand that the \$2000.00 March rent is owed to the landlord.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for unpaid rent. The tenants gave 30 days notice to the landlord however this notice was not 30 clear days as outlined in the Act which results in the March 2012 rent being due and payable in full.

In regards to the landlord's claim for cleaning costs, the parties agreed in this hearing to the amount of \$500.00 to satisfy this portion of the landlord's claim in full.

Accordingly I find that the landlord is entitled to a monetary order for \$2500.00.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$2500.00 in unpaid rent and cleaning costs. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$1000.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$1550.00**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia and 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: May 29, 2012

Residential Tenancy Branch