



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 was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated he personally delivered evidence, a copy of the Application for Dispute Resolution, and a copy of the Notice of Hearing to a law office on March 08, 2012. He submitted documentation on which a representative of the law office signed to indicate receipt of the documents. He submitted a letter, dated February 28, 2012, in which the Tenant provided the Landlord with the address of the law office as her forwarding address. He stated that he received this letter in the mail sometime in the beginning of March of 2012. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for unpaid rent; for compensation for damage to the rental unit; to retain all or part of the security deposit paid by the Tenant; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Landlord submitted a copy of a tenancy agreement that shows the parties entered into a tenancy agreement that began on July 1, 2011; that the Tenant was required to pay monthly rent of \$900.00 by the first day of each month; and that the Tenant paid a security deposit of \$450.00.

The Landlord stated that a condition inspection report was completed at the beginning of this tenancy, although he cannot locate a copy of that report. He stated that a condition inspection report was not completed at the end of the tenancy as the rental unit was vacated without notice.

The Landlord stated that the Tenant moved out of the rental unit without any verbal or written notice. He believes that the Tenant vacated on February 03, 2012. He is seeking compensation, in the amount of \$900.00, as the Tenant did not pay the rent that was due on February 01, 2012.

The Landlord is seeking compensation, in the amount of \$340.00, for cleaning the rental unit. The Landlord stated that the rental unit required significant cleaning; that he spent approximately 3 hours cleaning the carpet with a rented cleaner; and that his wife spent approximately 8 hours cleaning the unit. The Landlord submitted a receipt to show that he paid \$35.83 for renting a shampooer and he used shampoo he had on hand.

Analysis

On the basis of the evidence presented at the hearing and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement that required her to pay \$900.00 in rent by the first day of each month; that she did not pay rent that was due on February 01, 2012; and that she vacated the rental unit on February 03, 2012 without written or verbal notice.

Section 45 of the *Act* stipulates that a tenant may end a periodic tenancy by providing the landlord with written notice to end the tenancy on a date that is not earlier than one month after the date the Landlord received the notice and is the day before the date that rent is due. On the basis of the evidence presented at the hearing and in the absence of evidence to the contrary, I find that the Tenant vacated the rental unit on February 03, 2012 without providing notice in accordance with section 45 of the *Act*.

As the Tenant had not properly ended the rental unit by February 01, 2012, I find that she was obligated to pay the rent that was due on that date. I therefore find that she owes the Landlord \$900.00 in rent for February of 2012.

On the basis of the evidence presented at the hearing and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the rental unit in reasonably clean condition. I therefore find that the Landlord is entitled to compensation for the cost of renting a carpet cleaner, which was \$35.83 and compensation for the 11 hours he and his wife spent cleaning the unit, at any hourly rate of \$25.00, which I find to be reasonable compensation for cleaning. I therefore find that the Landlord is entitled to compensation of \$310.83. I have made no award for the cost of shampoo used to clean the carpet, as the Landlord submitted no evidence of the value of the shampoo.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,260.83, which is comprised of \$900.00 in unpaid rent, \$310.83 for cleaning, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

Pursuant to section 72(2) of the Act, I authorize the Landlord to retain the Tenant's security deposit of \$450.00 in partial satisfaction of this claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$810.83. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court 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 09, 2012.

Residential Tenancy Branch