



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF, O

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for loss or damage under the Act, regulations, or tenancy agreement, for damage to the unit, site or property, to recover the filing fee for this proceeding, to keep the Tenant's security deposit in partial payment of those amounts and for other considerations.

The Landlord said she served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on March 8, 2012. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is their damage or loss to the Landlord and if so how much?
4. Is the Landlord entitled to compensation for the damage or loss and if so how much?
5. Is the Landlord entitled to keep the Tenant's security deposit?
6. What other considerations are there?

Background and Evidence

This tenancy started on September 1, 2011 as a month to month verbal tenancy. Rent started at \$800.00 per month payable in advance of the 1st day of each month. The Tenant said she had additional people move into the unit in November, 2011 and both the Tenant and the Landlord agreed to an increase in the rent by \$100.00 a month to a new monthly rental amount of \$900.00 per month. A security deposit was paid in advance of the tenancy in the amount of \$400.00. The Landlord and the Tenant both said the Tenant moved out of the rental unit on January 30, 2012. The Landlord said the Tenant gave her notice to end the tenancy on January 28, 2012 for January 30, 2012. The Tenant said she gave the short notice because of issues that she was having with the Landlord. These issues included the Landlord entering her unit without notice and the Tenant said she was denied access to the laundry a number of times.

The Landlord continued to say that because the Tenant moved out without proper notice to end the tenancy the Tenant is responsible for the February, 2012 rent of \$900.00. As well the Landlord said that she and her husband spent a total of 10 hours cleaning the unit after the Tenant left. The Landlord said they cleaned the carpet (rental receipt on file), washed the walls and windows, cleaned out food from the freezer and cleaned the frig. The Tenant agreed the carpet needed cleaning and that the Landlord did return food that she left in the freezer, but the Tenant said she had cleaned the rental unit before she vacated it.

The Landlord also said she is claiming for the estimated damages to the cupboards, the counter and a door, but the work has not been done as of yet therefore the claim is just an estimate of the costs to make the repairs. In addition the Landlord is claiming the costs for the interpreter she is using for the meeting at \$50.00 and the filing fee for this proceeding of \$50.00.

The Tenant said she believes the Landlord is over charging for the carpet cleaning and the number of hours it took for the Landlord and her husband to clean the rental unit. The Tenant said she did clean the unit when she left, but it was not a thorough cleaning.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 45 of the Act says a Tenant may end a periodic tenancy not earlier than one month after the day the rent is normally due.

The Tenant did not give the Landlord proper notice to end the tenancy and the Tenant did not have the right under the Act to withhold part or all of the rent; therefore I find the Tenant is responsible for the rent of \$900.00 for the month of February, 2012.

As well, I accept the Landlord's testimony and evidence that the rental unit was not left in a clean state and that they rented a carpet cleaner for \$60.38 and the Landlord and her husband spent 10 hours total cleaning the unit at \$20.00 per hour for a total labour cost of \$200.00.

In addition I do not accept the **estimated costs** to repair the cupboard, counters and door as the work has not been done so the loss is not proven or verified at this time. The Landlord's claim for \$150.00 for repairs is dismissed with leave to reapply.



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As well the Landlord's claim for \$50.00 for the interpreting costs is dismissed as it is not part of the tenancy. The cost of hiring an agent, an advocate or an interpreter is not an eligible cost to claim in a tenancy dispute. Consequently I dismiss the Landlord's claim of \$50.00 for the interpreter's cost.

As the Landlord has been partially successful in this matter, she is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Unpaid February, 2012 rent	\$ 900.00
	Cleaning costs	\$ 260.38
	Recover filing fee	\$ 50.00
	Subtotal:	\$1,210.38
Less:	Security Deposit	\$ 400.00
	Subtotal:	\$ 400.00
	Balance Owing	\$ 810.38

Conclusion

A Monetary Order in the amount of \$810.38 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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*.

Dispute Resolution Officer