



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNSD, MNR

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order for \$1343.00 and a request to keep the full security deposit of \$425.00 towards the claim.

### Background and Evidence

The landlord testified that:

- The tenants failed to give the required 1 month notice to end the tenancy and as a result she lost the full rental revenue for February 2012.
- The tenants also left the rental unit filthy (photos attached) and therefore she wants to keep the full security deposit for cleaning.
- The tenants also charged a UFC pay per view to her cable bill.

The landlord is therefore requesting an order as follows:

February lost rental revenue	\$850.00
Cleaning	\$425.00
Cable charge	\$68.00
Filing fee	\$50.00
Total	\$1393.00

---

The respondents testified that:

- They were not aware that they had to give 1 month notice to end the tenancy as there was nothing in the tenancy agreement about it, and the landlord never told them about the requirement.
- They did clean before they left but did not clean thoroughly, however the landlord's photos were taken days after they vacated.
- They do not dispute the cable charge.

### Analysis

The tenants admit that they did not give the 1 month notice to end the tenancy required under the Residential Tenancy Act, and therefore I allow the landlords claim for lost rental revenue. It is the tenant's responsibility to know their obligations under the Residential Tenancy Act.

I can see from the landlords photo evidence that some cleaning was required when the tenants moved out and therefore I will allow \$50.00 for cleaning, I will not allow the landlords claim of \$425.00 for cleaning however, because the landlord has provided no breakdown of the time spent cleaning.

The claim for cable charges is not disputed.

I allow recovery of the \$50.00 filing fee.

Conclusion

The total amount of the claim I have allowed is \$1018.00, and I therefore order that the landlord may retain the full security deposit of \$425.00 and I have issued a monetary Order in the amount of \$593.00. The remainder of the claim is dismissed without leave to re-apply.

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