



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution a monetary order.

The hearing was conducted via teleconference and was attended one of the landlords only. The tenant did not attend.

The landlord testified and provided documentary evidence confirming that she had served the tenant with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* in accordance with the May 7, 2012 Decision – Application for Substituted Service granted by Dispute Resolution Officer XXXXX. A copy of that decision is attached to this decision.

The landlord also provided confirmation in the form of a Canada Post tracking report showing the hearing documents were received and signed for in accordance with the direction in the May 7, 2012 Decision.

Based on the testimony and evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act* and the May 7, 2012 Decision.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent resulting from a short notice to end tenancy; for damage to the rental unit; for compensation for damage or loss; 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, 45, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on March 8, 2011 for a month to month tenancy beginning on April 1, 2011 for the monthly rent of \$1,600.00 due on the 1st of each month with a security deposit of \$800.00 paid.

The landlord also submitted into evidence substantial correspondence between the landlord and tenants, including the following relevant emails:

- An email dated February 7, 2012 from the tenant to the landlord advising the landlord of her intent to end the tenancy effective April 1, 2012;
- An email dated February 28, 2012 from the tenant to the landlord asking the landlord what time would they meet on Thursday [March 1, 2012] to complete the “check out”;
- An email dated February 29, 2012 from the landlord to the tenant identifying several issues during the tenancy including a request for the tenants to complete various tasks prior to the move out inspection; and
- An email dated February 29, 2012 from the tenant to the landlord in response to the landlord’s above noted email stating she does “not agree with everything” and that most of the tasks identified had been completed. The tenant also states in this email that they are no longer available to complete the move out inspection on the following day.

The landlord has submitted several photographs of the residential property taken after the end of the tenancy as well as invoices/bills for gas utilities; hydro; locksmith; cleaning; property and outbuilding cleaning; gate repairs; garbage removal; lawn mower repairs and garage door opener replacement.

The landlord seeks the following compensation:

Description	Amount
Rent – March 2012	\$1,600.00
Gas utility – March 2012	\$184.60
Hydro – March 2012	\$110.77
Locksmith	\$273.94
Cleaning	\$216.00
Garbage and Junk Removal	\$805.96
Repairs – lawnmower	\$212.76
Repairs – toilet	\$152.83
Repairs – front door	\$275.00
Repairs – painting siding	\$75.00
Repairs – gate	\$45.00
Repairs – vinyl deck	\$130.40
Remote garage door opener replacement	\$39.19
Total	\$4,121.45

The landlord testified that as a result of the tenant’s notice of February 7, 2012 that she would be ending the tenancy on April 1, 2012 the landlord advertised and secured a new tenant for April 2012. When the tenant provided the subsequent email of February 28, 2012 that she vacated the rental unit by the end of February, 2012 the landlord was

unable to secure tenants for the month of March 2012. The landlord seeks rent and utility costs for the month of March 2012.

Despite the tenant's email to the landlord of February 29, 2012 that states all keys have been left on the kitchen counter, the landlord testified that none of the keys held by either herself or the property manager would open any of the doors on the residential property and as such rekeying of the entire property was required. The landlord testified also that the garage door remote opener was not returned by the tenant.

The landlord submits that the rental unit required cleaning and the tenants had left a substantial volume of debris and junk in outbuildings and on the residential property and seeks compensation for cleaning and garbage and junk removal.

The landlord has provided photographic evidence of the condition of all of the items she seeks compensation for repairing, including repairs to a lawnmower provided by the landlord; repairs to a damaged toilet; front door; gate, vinyl deck; and paint spattered siding.

Analysis

Section 45(1) of the *Act* stipulates that a tenant may end a tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

As the tenants, on February 7, 2012, had provided their notice to end the tenancy under Section 45(1) with the effective date as April 1, 2012, I find the tenants are responsible for the payment of rent for March 2012.

I also find that by the tenant subsequently notifying the landlord on February 28, 2012 that they were vacating by February 29, 2012 landlord had no opportunity to re-rent the unit for March 1, 2012. I find the landlord is entitled to compensation for rent and utility costs for the month of March 2012.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

I accept the landlord's undisputed testimony and evidence that the tenants failed to provide all means of access to the rental unit; that the rental unit and residential property were left excessively uncleaned and with substantial damage.

For these reasons I find the landlord is entitled to compensation for all locksmith charges; cleaning, garbage and junk removal charges; and all repair charges as outlined in the landlord's claim.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$4,171.45** comprised of the full amount claimed as outlined in the table above 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 \$800.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$3,371.45**.

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.

I also order the landlord may serve the tenant with these monetary orders in the same manner that the hearing documents were served, as outlined in the May 7, 2012 Decision by DRO XXXXX. (Attached)

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: June 29, 2012.

Residential Tenancy Branch