



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNSD, MNDC, 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 decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The landlord's application is a request for a monetary order of \$875.00, a request for recovery of the \$50.00 filing fee, and a request to retain the full security deposit of \$725.00 towards the claim.

The tenant's application is a request for an order for return of the \$725.00 security deposit and recovery of the \$50.00 filing fee.

### Background and Evidence

The landlord testified that:

- The tenant was in a fixed term tenancy that ran until April 30, 2012 however the tenant vacated April 16, 2012 and only paid one half a month's rent for April 2012.
- The tenant also failed to give one clear month Notice to End Tenancy, as the notice was served on March 15, 2012.
- The tenant also failed to do sufficient cleaning at the rental unit and as a result she had to do an extra four hours of cleaning to bring the unit up to rentable standard.

The tenant testified that:

- The reason they left prior to the end of the fixed term and without giving one clear months notice is because the landlord breached the Residential Tenancy Act by entering the rental unit without permission to do so, and without giving the proper notice of entry.
- This illegal entry occurred on November 8, 2011 when the landlord's son entered the rental unit when her mother was home.
- The rental unit was left thoroughly cleaned at the end of the tenancy.

In response to the tenant's testimony the landlord testified that:

- Her son had arranged a real estate agents viewing with the tenants and the tenants had forgotten about the arrangement.
- No one answered when her son knocked on the door and therefore he assumed they had gone out to allow the agents viewing.
- When her son found out that there was someone home and that they had forgotten about the viewing, he immediately left and cancelled the viewing.

## Analysis

### Lost rental revenue

It is my finding that the tenants did not have the right to end this tenancy without the proper one clear month Notice to End Tenancy.

The entry to the rental unit by the landlord's son occurred five months prior to the tenants ending the tenancy, was a one-time occurrence, and very possibly could be the result of a misunderstanding, and I do not find it to be a breach of a material term of the tenancy act or the agreement.

Therefore since this tenancy was a fixed term tenancy that ended on April 30, 2012, and since the tenants did not give the required Notice to End Tenancy it is my decision that the tenants are liable for the lost rental revenue for the last half of April 2012, in the amount of \$725.00.

### Cleaning

Under the Residential Tenancy Act a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra cleaning. In this case it is my decision that the landlords have not shown that the tenants failed to meet the "reasonable" standard of cleanliness required.

I have viewed the photo evidence provided by both the landlord and the tenants, and it is my finding that the rental unit was left reasonably clean.

I therefore will not allow the claim for cleaning.

I will however allow the landlords request for recovery of the \$50.00 filing fee.

Conclusion

Landlord's application

I have allowed \$775.00 of the landlords claim and I therefore order that the landlord may retain the full security deposit of \$725.00 and have issued a monetary order in the amount of \$50.00.

Tenant's application

As stated above, I have ordered that the landlord may retain the full security deposit of \$725.00 and therefore the tenant's application is dismissed in full without leave to reapply

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 27, 2012.

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Residential Tenancy Branch