



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing via registered mail on May 16, the tenants did not participate in the conference call hearing. The landlord amended the claim on May 18 to increase the monetary award sought and testified that she also served the tenants with a copy of the amended claim.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on October 1, 2011 at which time the tenants paid a \$925.00 security deposit and it ended on April 30, 2012. The tenants were obligated to pay \$1,850.00 in rent each month.

In mid-April, the tenants verbally advised the landlord that they would be vacating the rental unit and stated that it was because they had the drinking water tested and the water "failed" the test. The tenants vacated the unit on April 30, 2012 and gave the landlord their forwarding address on the condition inspection report.

The tenants failed to pay rent in April and because the tenants did not provide the landlord with written notice that they would be vacating, the landlord did not begin advertising the rental unit until the tenants had vacated. The landlord seeks to recover unpaid rent for April, a late payment fee of \$25.00 pursuant to the terms of the tenancy agreement and loss of income for May.

The landlord testified that when she performed the move-out inspection with the tenants, the doors and windows to the unit were open and there appeared to be no problems with the carpet in the unit. However, when she returned 2 days later, after the

house had been closed up for a while, the landlord discovered that there was a pervasive pet odour in the unit. The tenancy agreement requires that the carpet be professionally cleaned at the end of the tenancy and the landlord testified that the tenants verbally advised her that they had cleaned the carpet themselves. The landlord seeks to recover \$120.00 paid for carpet cleaning.

The landlord testified that because the tenants had told her that the drinking water in the unit had failed testing, she had testing completed from both the kitchen tap and directly from the well. The landlord incurred a cost of \$234.08 and \$171.81 for these tests and discovered that there were no issues with the water revealed by professional testing. The landlord seeks to recover these costs.

The landlord also seeks to recover the \$50.00 filing fee paid to bring her application.

Analysis

I accept the landlord's undisputed testimony and I find that the tenants failed to pay rent for the month of April. I further find that they failed to give the landlord written notice that they would be vacating the rental unit. In the absence of written notice, I find that the landlord acted reasonably in waiting to advertise the unit until she was certain that the tenants had vacated. I find that the tenants' failure to give written notice as is required by the Act caused the landlord to lose one month's income. I award the landlord \$3,725.00 which represents \$1,850 in rent for April, \$1,850.00 in lost income for May and a \$25.00 late payment fee for April.

I find that the tenants did not comply with the terms of the tenancy agreement when they failed to have the carpet professionally cleaned and I find that the landlord was justified in arranging for cleaning. I find that the tenants must be held liable for the cost of carpet cleaning and I award the landlord \$120.00.

I find that the landlord acted reasonably in having the water tested and that she did so solely as a result of the tenants' representation about the state of the water. I find that the tenants must bear the cost of the water testing and I award the landlord \$405.89 which is the total of the two water tests.

As the landlord has been wholly successful in her claim, I find that she is entitled to recover the \$50.00 filing fee and I award her that sum.

Conclusion

The landlord is awarded a total of \$4,300.89 which represents \$3,725.00 in rent and lost income, \$120.00 for carpet cleaning, \$405.89 for water testing and \$50.00 for the filing

fee. I order the landlord to retain the \$925.00 security deposit in partial satisfaction of the claim and I grant her a monetary order under section 67 for the balance of \$3,375.89. This order may be filed in the Small Claims Division of the Provincial 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: July 12, 2012

Residential Tenancy Branch