



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNR, MNSD, FF

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss and to recover the security deposit.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

The Landlord submitted one document to the Residential Tenancy Branch which he wishes to rely upon as evidence, a copy of which was served to the Tenant. The Tenant acknowledged receipt of the Landlord's evidence and it was accepted as evidence for these proceedings.

The Tenant submitted numerous documents to the Residential Tenancy Branch at various times, some of which were duplications. The Tenant stated that some of the documents were sent to the Landlord, via registered mail, on November 29, 2012; that some of the documents were sent to the Landlord, via registered mail, on February 13, 2013; and that some of the documents were never provided to the Landlord. The Landlord stated that he received some, but not all, of the documents that the Tenant claimed were mailed to Landlord.

The Tenant was provided the opportunity to proceed with the hearing on February 28, 2013, with the understanding that documents that the Landlord did not acknowledge receiving would not be considered as evidence, or to request an adjournment to provide the Tenant with the opportunity to re-serve documents that were allegedly served to, but

not received by, the Landlord. The Tenant opted to request an adjournment and I determined an adjournment was reasonable, as the Landlord did not acknowledge receipt of all the evidence that was allegedly served to him.

The Tenant was given the option of either re-serving those documents that the Landlord did not acknowledge receiving or to re-serve his entire evidence package. The Tenant was advised that if he opted to re-serve the entire evidence package, it must be served in one single package and that the pages of the evidence package must be sequentially numbered. The Tenant opted to re-serve the entire evidence package. The Tenant was advised to serve this evidence package to the Landlord, via registered mail, no later than March 08, 2013 and that an identical package must also be submitted to the Residential Tenancy Branch. The Tenant reiterated the instructions provide regarding service of these documents and I am satisfied he understood the instructions.

As the Tenant's Application for Dispute Resolution has been adjourned, I am severing the two matters and will consider the merits of the Landlord's Application for Dispute Resolution at these proceedings.

Issue(s) to be Decided

Is the Landlord is entitled to compensation for unpaid rent/loss of revenue; for compensation for cleaning the rental unit; and to recover the fee for filing an Application for Dispute Resolution?

Background and Evidence

The Landlord and the Tenant agree that this tenancy began in September of 2012; that the Tenant was obligated to pay monthly rent of \$450.00 for the duration of the tenancy; that the rent was due by the first day of each month; and that the Tenant paid a security deposit of \$225.00.

The Landlord and the Tenant agree that the rental unit was vacated during the latter portion of November of 2012; that rent was paid for November; and that the Tenant did not provide written notice of his intent to vacate the rental unit.

The Landlord stated that he was not aware that the Tenant had vacated the rental unit until after he was served with the Tenant's Application for Dispute Resolution. The Tenant stated that sometime during the middle of November of 2012 he told the Agent for the Landlord that he would be vacating the rental unit. The Agent for the Landlord stated that the Tenant never informed him he was vacating the rental unit.

The Landlord stated that they are continually advertising this rental unit, which has several private bedrooms and shared kitchen/bathroom facilities, on two popular websites. He stated that they were not able to rent the Tenant's unit until January of 2013. The Landlord is seeking compensation for lost revenue from December of 2012.

The Landlord is seeking compensation, in the amount of \$75.00, for cleaning the rental unit. He stated that the Tenant left food and other personal items in the rental unit, which were disposed of by the Landlord and the Agent for the Landlord. He stated that they spent 6-7 hours discarding the property and cleaning the rental unit.

The Tenant agrees that he left food in the refrigerator and several items of clothes in the rental unit. He stated that he left the clothes in the rental unit because they were given to him by the Agent for the Landlord and he believed he had to return them to the Agent for the Landlord. The Agent for the Landlord stated that he has never given clothing to the Tenant. The Tenant stated that he does not believe the Landlord is entitled to compensation for cleaning the rental unit, as he understands landlords normally clean rental units after a tenant leaves.

Analysis

Section 45 of the *Residential Tenancy Act (Act)* stipulates that a tenant may end a periodic tenancy by providing the landlord with written notice to end the tenancy on a date that is not earlier than one month after the date the Landlord received the notice and is the day before the date that rent is due. As the Tenant did not give the Landlord proper written notice to end the tenancy, I find that the Tenant failed to comply with section 45 of the *Act*.

On the basis of the undisputed evidence, I find that this tenancy ended sometime during the latter portion of November of 2012, when the Tenant abandoned the rental unit.

I find that the Tenant's failure to any written notice of his intent to end the tenancy made it extremely difficult for the Landlord to find a new tenant for December of 2012. In the absence of evidence to the contrary, I find that the Landlord made reasonable efforts to find new tenants by advertising the complex on two popular websites.

I find that the Tenant must compensate the Landlord for lost revenue from December, in the amount of \$450.00, as his failure to comply with section 45 of the *Act* significantly contributed to a loss of rental revenue the Landlord experienced for that month.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to leave the rental unit in reasonably clean condition, as is required by the legislation. In determining this matter I have placed no weight on the Tenant's argument that some of the property he left in the rental unit belonged to the Agent for the Landlord, as he submitted no evidence to corroborate this testimony or to refute the testimony of the Agent for the landlord, who denied giving clothing to the Tenant. I therefore find that the Landlord is entitled to compensation, in the amount of \$75.00, for the time it took to clean the rental unit.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$575.00, which is comprised of \$450.00 in lost revenue; \$75.00 for cleaning, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the Act, I authorize the Landlord to retain the Tenant's security deposit of \$225.00, in partial satisfaction of this monetary claim,

Based on these determinations I grant the Landlord a monetary Order for the amount \$350.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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: February 28, 2013

Residential Tenancy Branch

