



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

The landlords claim the tenant abandoned the premises without proper notice and apply for a monetary award for unpaid October 2012 rent and for damages and out of pocket expenses related to cleaning and repair of the premises after the tenant left.

### Issue(s) to be Decided

Did the tenant give proper notice to end the tenancy? Does the relevant evidence show the tenant left the premises in substandard condition and if so what, if any damages are the landlords entitled to?

### Background and Evidence

The rental unit is a two bedroom suite in the upper portion of one side of a duplex. The tenancy started in December 2009. The rent was \$1135.00 per month. The landlords hold a \$547.50 security deposit.

The tenant vacated the premises at the end of September 2013. He left on the morning of September 30 to a nearby address. He secured the services of a moving company to assist him. It is his evidence that he vacated the premises pursuant to a one month Notice to End tenancy he placed in the landlord's mailbox in the neighbouring suite on August 27, 2013.

It is the landlords' evidence that they received no such written notice. They say the only forewarning they had was a comment the tenant made at a Residential Tenancy hearing on September 27, 2013 where the tenant said he planned to move at the end of September. The landlord Mr. P. Marsh says he returned from a fishing trip on

September 30 to find a neighbouring tenant complaining that the respondent tenant had left and had set the furnace thermostat at its maximum setting with the windows to the suite open. On October 1 he called the tenant to arrange payment of the October rent and was told the tenant had vacated.

The landlords say that on the advice of the Residential Tenancy Office they posted a Notice to End Tenancy for unpaid rent and ultimately obtained possession of the premises later in the month. They say the tenant left a significant number of low value items in the home, such as an old sofa and a damaged chest of drawers as well as childrens' toys, food and garbage. The landlords say they have been storing the goods of any value at a facility onsite. The landlords claim that it took three people two days to clean the premises.

The landlords say they spoke to the tenant by telephone after September 30 and that he refused to provide them with a copy of the alleged written notice or with a forwarding address. Ultimately the landlords located the tenant at his new address through the services of a credit agency. They say they attempted to re-rent the premises but were unable to find a new tenant until December 2012.

The tenant denies leaving anything at the rental unit and denies the premises needed cleaning or repair.

### Analysis

Upon a consideration of all the evidence, I think it most likely that the tenant did not serve the landlords with a written notice as alleged or at all. Had the tenant placed the written notice in the landlords' mailbox on August 27<sup>th</sup>, it is extremely likely that the landlords would have received it; that is, it is not likely that it would have somehow gone missing without the landlords ever knowing about it. The landlords' actions and conduct after August 27<sup>th</sup> are not consonant with having received such a notice. They did not advertise for new tenants. No new tenants were shown the premises. They did not attempt to arrange a move-out inspection as requested in the Notice.

It might be that the landlords received the notice and entered into a scheme to deny having received it. However, I consider that idea to be very unlikely as well. Not only is there no apparent reason for them to do so but also it would mean that on receipt of the notice the landlords decided that they'd pretend they didn't know the tenant was leaving at the end of September and thereby they would not get paid October rent from the

tenant or anyone else and, further, they'd have to chase after the tenant to recover that October rent. I doubt this is a prospect any landlord would voluntarily commit to.

Further, after the tenant left in September he made no discernible attempt to recover his security deposit, though, on his evidence, he should have had the entire deposit repaid to him. Indeed, he did not apparently request return of the deposit, nor did he provide the landlords with a forwarding address and, I accept the landlords' evidence that he refused to provide any forwarding address to them. This action is not consonant with a tenant who has and is conducting himself in accordance with the law.

I find the tenant did not give lawful notice to end the tenancy. As a result the landlords suffered loss of that rent and are entitled to a monetary award of \$1135.00.

Residential Tenancy Policy Guideline 1 "Landlord & Tenant: Responsibility for Residential Premises" states that after a tenancy of a year, the tenant will be expected to have the carpets shampooed. I therefore award the landlords recovery of the \$145.60 carpet cleaning cost.

Though the landlords provided a number of photographs of the premises, those photos do little to justify the landlords' claim that extensive cleaning and repair were required. I find that the tenant left the items shown in the photos, plus a sofa and dresser. I award the landlords \$50.00 for having to move these items out of the rental unit and \$50.00 for having to store them on their property. The tenant denied under oath that he left anything behind and so, in my view, the landlords are free to dispose of any items they are storing from this rental unit.

On the landlords' undisputed evidence I find the premises was missing a chain lock on a door and that the keys were never returned. I award the landlords \$80.98 as claimed for lock repair and rekeying. I find that some light bulbs and batteries were missing from the suite and award the landlords the amount of \$50.00 for have to purchase and install new ones.

Though the landlords claim several hundred dollars compensation for their cleaning efforts, that work is simply not shown to have been warranted. In regard to cleaning, it was observed that there was some dust in a cupboard. In regard to repair, there appears to have been a nail hole (which tenants are normally entitled to make; see Guideline 1, above) and some scuffing on the walls. In all of the circumstances, the evidence simply doesn't justify an award for clearing in any amount. I dismiss this item of the landlords' claim.

Conclusion

The landlords are entitled to a monetary award totalling \$1511.58 plus the \$50.00 filing fee. I authorize them to retain the \$547.50 security deposit in reduction of the amount awarded. There will be a monetary order against the tenant for the remainder of \$1014.08.

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 19, 2013

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Residential Tenancy Branch