



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, FF

Introduction

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

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord provided documentary evidence the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on March 19, 2013 in accordance with Section 89. The landlord also provided tracking confirmation showing the hearing documents were received and signed for by the tenant on March 21, 2013.

Based on the evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent because the tenant failed to provide sufficient notice to end the tenancy; for compensation for damage and cleaning required and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 45, 67, and 72 of the *Act*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on February 11, 2011 for a month to month tenancy beginning on February 25, 2011 for a monthly rent based on the tenant's gross monthly income due on the 1st of each month. The landlord has also provided a copy of the rental amount determination for the final period of the tenancy showing the rent amount was \$325.00.

The landlord submits the tenancy ended on August 26, 2012, when the tenant phone one of the landlord's agents to say that she was moving out and could not lock the

doors and that the agent would have to come to lock up the rental unit. The agent attended the rental unit immediately and caught the tenant just before she left and invited her to complete a move out condition inspection. The landlord submits the tenant refused but did provide her forwarding address.

The landlord seeks compensation for rent in the amount of \$325.00 for rent for the month of September 2012 because the tenant failed to provide notice of her intent to end the tenancy that was at least 1 month prior to the effective date of the notice, as is required under the *Act*.

The landlord has also submitted Condition Inspection Reports recording both the move in and move out condition of the unit and receipts for all amounts claimed in their Application. The landlord also provided several photographs of the condition of the rental unit at the time of the end of the tenancy. The landlord claim for compensation for cleaning and damages is outlined as follows:

Description	Amount
Cleaning	\$230.00
Garbage Removal	\$70.93
Window Screen Replacements	\$70.72
Door Replacements	\$100.30
Flooring repairs	\$420.00
Drywall Repairs	\$28.84
Total	\$920.79

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

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.

Section 45(3) states that if a landlord has failed to comply with a material term of the tenancy agreement and has not corrected the situation within a reasonable period after

the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

As there is no evidence indicating the landlord failed to comply with a material term of the tenancy agreement or disputing the landlord's evidence that the tenant gave notice that she was vacating the rental unit on the day that she was leaving the rental unit, I find the tenant failed to comply with Section 45. As such, I find the tenant is responsible to pay rent for the month of September 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.

Based on both Condition Inspection Reports and the landlord's photographs, I find the landlord has established the tenant failed to clean and/or repair any damage that was caused during the tenancy and as a result the landlord has suffered a loss. I find the landlord has established the value of that loss through the submission of receipts for the costs incurred in cleaning and repairing the unit.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$1,295.79** comprised of \$325.00 rent owed; \$920.79 cleaning and repairs and the \$50.00 fee paid by the landlord for this application.

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.

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 11, 2013

Residential Tenancy Branch