



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GRAMERCY ENTERPRISES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's application for a Monetary Order for unpaid rent, cleaning costs, and authorization to retain the tenant's security deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

### Issue(s) to be Decided

Is the landlord entitled to recover the amounts claimed against the tenant?  
Is the landlord authorized to retain the security deposit?

### Background and Evidence

The tenant moved from another unit at the residential property into the subject rental unit under a tenancy agreement that commenced March 1, 2013. The landlord holds a security deposit of \$675.00. The tenant was required to pay rent of \$1,350.00 on the 1<sup>st</sup> day of every month for a fixed term set to expire February 28, 2014. The tenant vacated the rental unit March 31, 2013.

The landlord is seeking to recover unpaid and/or loss of rent for the month of April 2013 in the amount of \$1,350.00. The landlord is also seeking compensation for the landlord's time spent cleaning the unit after the tenant vacated. The landlord claimed 2 hours at \$27.00 per hour for a claim of \$54.00.

It was undisputed that the tenant complained of bed bugs in early March 2013. The landlord responded by scheduling a pest control company to treat the unit March 5, 2013. When the pest control company attended the unit they advised the landlord the unit was not sufficient prepared for treatment. It was undisputed the landlord informed

the tenant of the preparation requirements and the tenant responded by stating he did not have the time to make such preparations.

The tenant claims he told the landlord verbally on or about March 16, 2013 that he found a new place to live and he would be moving out. The landlord denied receiving such verbal notice. The tenant acknowledged that he did not give the landlord any written notice to end the tenancy or written notice of a breach of a material term of the tenancy agreement.

The landlord and tenant provided consistent testimony that the tenant left the keys to the rental unit in the mail slot at the landlord's office on March 30 or 31, 2013. The landlord proceeded to conduct a move-out inspection without the tenant present on March 31, 2013. The landlord proceeded to have the unit treated for bed bugs and advertised the unit for rent. The landlord was able to re-rent the unit starting May 1, 2013.

During the hearing the landlord testified that two hours was spent cleaning the unit including scrubbing out the entire bathroom and cleaning the inside of kitchen cupboards. The tenant provided conflicting testimony that he left the unit spotless except he acknowledged it was possible there were dried water marks on the hardwood floors after mopping them.

The move-out inspection report indicates the rental unit had dirty floors in the kitchen and living room and a dirty light fixture in the dining room with the remainder of the unit noted as being in good condition.

### Analysis

Upon consideration of everything presented to me, I provide the following findings and reasons with respect to the landlord's application.

Although I was provided disputed testimony that the tenant gave verbal notice to end the tenancy on or about March 16, 2013 it is unnecessary for me to determine whether such notice was actually given as a tenant may not end a fixed term tenancy by giving a verbal notice. Rather, the tenant is obligated to fulfill the duration of the fixed term except in very limited circumstances. Should a tenant be of the position the landlord breached a material term of the tenancy agreement the tenant must put the landlord on written notice to correct the breach within a reasonable period of time and only if the landlord fails to correct the breach within a reasonable amount of time may the tenant proceed to end the tenancy early.

In this case, the tenant had a fixed term tenancy and did not give the landlord any written notice of a breach or evidence the landlord failed to take reasonable action to respond to the tenant's complaint of bed bugs. Rather, it was the tenant action, or lack thereof, that inhibited the bed bug treatment. Therefore, I find the tenant ended the tenancy early without a basis under the Act to do so.

In light of the above, I find the tenant breached the tenancy agreement and the Act. I am also satisfied the landlord took reasonable efforts to re-rent the unit in a timely manner. Therefore, I hold the tenant responsible for the loss of rent for the month of April 2013 and I grant the landlord's request to recover unpaid and/or loss of rent in the amount of \$1,350.00 from the tenant.

With respect to the condition of a rental unit at the end of the tenancy, a move-out inspection report prepared in accordance with the Residential Tenancy Regulations is considered the best evidence of the condition unless there is a preponderance of evidence to the contrary. In this case, I find the best evidence of the condition of the rental unit is that reflected on the move-out inspection report.

I find the landlord's disputed verbal testimony as to the amount of cleaning required is unsupported by the move-out inspection report. Whereas, I find the tenant's submission to be more consistent with the move-out inspection report. I also find the landlord's hourly rate of \$27.00 for cleaning services to be excessive in the absence of any documentary evidence to support this amount.

In light of the above, I find it reasonable that the landlord mopped the floors of dried water marks within 20 minutes and wiped the dirty light fixture in the dining room within 10 minutes. I find a reasonable rate for the landlord's time spent cleaning is \$20.00 per hour. Therefore, I grant the landlord \$10.00 for the half hour likely spent cleaning.

As the landlord was largely successful in this application I award the filing fee to the landlord. I authorize the landlord to retain the tenant's security deposit in partial satisfaction of the amounts owed to the landlord.

The landlord is provided a Monetary Order calculated as follows:

|                                 |                 |
|---------------------------------|-----------------|
| Unpaid/loss of rent: April 2013 | \$1,350.00      |
| Cleaning                        | 10.00           |
| Filing fee                      | 50.00           |
| Less: security deposit          | <u>(675.00)</u> |
| Monetary Order                  | \$ 735.00       |

Conclusion

The landlord has been authorized to retain the tenant's security deposit and has been provided a Monetary Order for the balance of \$735.00 to serve and enforce as necessary.

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 10, 2013

---

Residential Tenancy Branch

