



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Meicor Realty Management Services Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

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

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

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent due a short notice to end tenancy; for carpet cleaning; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 45, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on May 30, 2013 for a 1 year and 2 day fixed term tenancy beginning on May 30, 2012 that converted to a month to month tenancy on June 1, 2013 for a monthly rent of \$800.00 due on the 1<sup>st</sup> of each month with a security deposit of \$400.00 and a pet damage deposit of \$400.00 paid.

The parties agree the landlord has returned \$245.00 of the deposits to the tenant.

The landlord submits that in mid July 2013 the tenant gave verbal notice to end tenancy and that the tenant vacated the rental unit on August 2, 2013. The landlord submits that the tenants did not pay rent for the month of August 2013 but that she was able to re-rent the unit effective August 15, 2013. The landlord seeks compensation in the amount of \$400.00 for the period of August 1 – 15, 2013.

The tenant submits that because her family was in danger from a neighbour in a different nearby complex she was required to move to a new location. The tenant submits that she was advised by the police that her family should move for their safety.

She also submits that the Ministry for Children and Family also advised her that she must move or they may take her daughter into custody because she was not adequately protecting from the danger posed by this neighbour.

The tenant testified that she was advised to move by both of these agencies as long ago as December 2012 and it wasn't until they found a new place to move to that they gave notice to the landlord that they would be moving.

The parties conducted a move out inspection on August 2, 2013 but the tenant refused to sign the report. From the report the landlord indicates the carpet needed cleaning and the tenant provided no record that the carpets had been cleaned. The tenancy agreement stipulates that the tenants were required to have the carpets professionally cleaned at the end of the tenancy.

The tenant submits that the carpets were old and worn when they moved in and that the landlord probably has cleaned them yet. She states also that the landlord has provided no receipt for the work completed.

The landlord submits that when the condition inspection was completed she noted that she would be charging the tenants \$105.00 for this cleaning. The landlord submits that this is the standard charge for the carpet cleaner they use for units of the size the tenants had rented.

### Analysis

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 the tenants have provided no evidence that the landlord had failed to comply with a material term of the tenancy agreement I find the tenants were required to provide a full month' notice to end the tenancy pursuant to Section 45(1).

Despite the tenant's testimony I find that even if she were allowed under the *Act* to give a shorter notice due to her circumstances she was aware that the authorities were requiring her to move out of the rental property at least 6 months prior to the time that they gave their notice. As such, I find there was no emergency need to end the tenancy and the tenants are responsible for the payment of rent for the month of August 2013.

I accept that through taking reasonable steps to re-rent the unit the landlord was able to rent the unit for ½ the month of August and has therefore reduced the tenant's liability by ½ month's rent to \$400.00.

As to the landlord's claim for carpet cleaning, I find that since the tenancy agreement required the tenant to have the carpet's professionally cleaned and the tenant failed to provide the landlord with any evidence of professional cleaning. As such, I find the landlord is entitled to compensation for the carpet cleaning.

I find the amount requested to be a reasonable amount and I accept the landlord's testimony that this is the standard charge they incur for such cleaning. I therefore find the landlord is entitled to compensation in the amount of \$105.00, as claimed.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$555.00** comprised of \$400.00 rent owed; \$105.00 carpet cleaning and the \$50.00 fee paid by the landlord for this application.

I order the landlord may retain the balance of the security deposit held in the amount of \$555.00 in satisfaction of this claim.

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: November 26, 2013

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Residential Tenancy Branch

