



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, 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 two agents for the landlord.

The landlord testified each 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 November 22, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by each tenant on the 5th day after it was mailed.

However, the landlords also testified that they believe the male tenant moved out of province and not to the address that they served the hearing documents. The landlords confirmed they are not certain where the male tenant moved.

Based on the testimony of the landlord, I find that the female tenant has been sufficiently served with the documents pursuant to the *Act*. However, I am not satisfied that the male tenant was served sufficiently. As a result, I amend the landlord's Application to name only the female tenant.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for cleaning and carpet cleaning; for all or part of the security deposit and to recover the filing fee from the tenant 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 submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on May 27, 2013 for a month to month tenancy beginning on June 1, 2013 for a monthly rent of \$790.00 due on the 1st of each month with a security deposit of \$395.00;
- A copy of a Condition Inspection Report recording the condition of the rental unit at the end of the tenancy signed by the tenant agreeing to allow the landlord to deduct \$84.00 for carpet cleaning and \$96.00 for general cleaning;
- A copy of the tenants' notice to end tenancy dated October 31, 2013 stating that as of November 1, 2013 the rental unit will be vacated.

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 I have no evidence before me that the tenant had identified that the landlord had been in breach of a material term of the tenancy agreement I find the earliest the tenant could have ended the tenancy in accordance with Section 45(1) with a notice dated October 31, 2013 would be November 30, 2013. As such, I find the tenant is responsible for the payment of rent for the month of November 2013.

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit less any mutually agreed upon (in writing) amounts or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

I accept, based on the Condition Inspection Report, that the tenant agree to allow the landlord to deduct amounts for carpet cleaning and cleaning. As per the invoices submitted by the landlord I accept that those amounts are: carpet cleaning - \$78.75 and general cleaning - \$96.00 which total less than the amount agreed upon by the tenant.

Conclusion

Based on the above, I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1014.75** comprised of \$790.00 rent owed; \$78.75 carpet cleaning; \$96.00 cleaning; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$395.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$619.75**.

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: March 07, 2014

Residential Tenancy Branch

