



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damages to the unit – Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the Hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord sent this package on December 18, 2014 to the first forwarding address provided by the Tenant and upon receiving a second forwarding address in writing from the Tenant, sent the package to this address on January 28, 2014. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on September 1, 2013 and ended on November 30, 2013. Rent of \$700.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$350.00.

The Landlord states that the Tenant gave notice to move out of the unit on November 26, 2013 and failed to provide a full month notice. The Landlord claims unpaid rent for December 2013.

The Landlord states that the Tenant did not clean the unit to a reasonable standard and claims \$40.00 for two hours of cleaning by the Landlord.

The Landlord states that the Tenant left belongings behind and claims \$120.00 for two months of storage costs. The Landlord states that the belongings are stored in his home and confirms that no costs were incurred for the storage.

Analysis

Section 45 of the Act requires the Tenant to provide a month's notice to end a month to month tenancy. Section 53 of the Act provides that an incorrect effective date for a notice to end tenancy is automatically changed to comply with the required amount of notice. Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established.

Based on the undisputed evidence of the Landlord, I find that the Tenant failed to provide sufficient notice to end the tenancy and that the Landlord is therefore entitled to \$700.00 for unpaid rent. Based on the undisputed evidence of the Landlord that the Tenant failed to clean the unit at move-out, I find that the Landlord has substantiated a reasonable sum of \$40.00 for the Landlords' time spent cleaning the unit. As no costs were incurred for the storage of the Tenant's belongings, I find that the Landlord has failed to establish costs claimed and I dismiss this claim.

As the Landlord has been successful with its application, I find that the Landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of \$790.00. Deducting the security deposit of \$350.00 plus zero interest leaves \$440.00 owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$350.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$440.00**. If necessary, this order may be filed in the Small Claims Court and 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: April 03, 2014

Residential Tenancy Branch

