



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MND; MNR; MNSD; MNDC; FF

### **Introduction**

This is the Landlord's application for a Monetary Order for unpaid rent and damages; for compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony at the Hearing.

The Landlord testified that he mailed the Notice of Hearing documents and copies of his documentary evidence to the Tenant, by registered mail, on January 23, 2014. The Tenant acknowledged service of the documents.

### **Issues to be Decided**

- Is the Landlord entitled to unpaid rent for the month of January, 2014, and compensation the cost of painting and repairing walls, refinishing the bathtub, and cleaning the rental unit at the end of the tenancy?
- May the Landlord apply the security deposit towards his monetary award?

### **Background and Evidence**

This tenancy began on September 1, 2012. Monthly rent was \$850.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$425.00 at the beginning of the tenancy.

The Landlord testified that the Tenant told him that she would be moving in early January, 2014, but that she never gave her notice to end the tenancy in writing. He stated that the Tenant did not pay rent when it was due in January, 2014, so he served her with a Notice to End Tenancy for Unpaid Rent. The Landlord testified that the Tenant moved out of the rental unit on or about January 6, 2014, and that rent remains unpaid.

The Landlord stated that the Tenant damaged the walls and the bathtub and did not clean the rental unit at the end of the tenancy. The Landlord claims the following:

Unpaid rent for January, 2014	\$850.00
Cost of repairing/painting walls	\$200.00
Cost of refinishing bathtub	\$200.00
Landlord's labour (cleaning house)	\$150.00
Cost of cleaning supplies	<u>\$50.00</u>
TOTAL	\$1,450.00

The Tenant stated that in November, 2013, she set the Landlord a text message that she was going to move out on January 6, 2014. She said she sent another text message on December 21, 2013, confirming that she was moving at the beginning of January, 2014. The Tenant testified that the Landlord served her with a Notice to End Tenancy on January 4, 2014, so she moved out.

The Tenant disputed that she owes rent for the full month of January, 2014. She also disputed the remainder of the Landlord's claim. The Tenant stated that she hired a cleaner to clean the rental unit at the end of the tenancy. She stated that the only damage to the walls was a few nail marks from hanging pictures, which is reasonable wear and tear. The Tenant stated that the tub had already been painted over one and was peeling. She stated that it was a shoddy job and she should not be made responsible for having it refinished.

### **Analysis**

I explained to the Tenant that Section 52 of the Act requires a Tenant to give notice to end the tenancy in writing, and that the notice must be signed by the Tenant. Text messaging is not considered a valid notice to end a tenancy. I also explained that the Landlord is entitled to a full month's rent for the month of January, 2014. The Landlord's application for unpaid rent in the amount of \$850.00 is granted.

I dismiss the remainder of the Landlord's claim for the following reasons:

- The Landlord did not provide any documentary evidence to prove the damages claimed (for example, a copy of a completed Condition Inspection Report or photographs.
- The Landlord did not provide any receipts or invoices for the costs claimed.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of his monetary award.

The Landlord's application had merit and I find that he is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I hereby provide the Landlord a Monetary Order, calculated as follows:

Unpaid rent	\$850.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$900.00
Less security deposit	- \$425.00
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$475.00</b>

### **Conclusion**

I hereby provide the Landlord with a Monetary Order in the amount of **\$475.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: May 12, 2014

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Residential Tenancy Branch

