



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EQUITEX MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for damage to the rental unit; unpaid rent; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. The landlord appeared at the hearing but neither of the two named tenants appeared.

The landlord testified that a hearing package was sent to each tenant on January 29, 2014. The hearing package sent to the male tenant was successfully delivered on February 5, 2014. The hearing package sent to the female tenant was unclaimed. Evidence packages were sent to each tenant on April 17, 2014 and the package sent to the male tenant was successfully delivered on April 22, 2014. The evidence package sent to the female tenant was returned to the landlord. The landlord verbally provided the registered mail tracking numbers as verification. The landlord stated the forwarding address used to send the hearing packages and evidence packages was an address provided by the male tenant. The landlord decided to withdraw its claim against the female tenant due to service issues and pursue the male tenant only. I have amended the Application accordingly. As such, this decision and the Order that accompanies it name the male tenant only.

Having been satisfied the male tenant has been sufficiently notified of this proceeding I continued to hear from the landlord in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to compensation for unpaid rent and cleaning costs?
Is the landlord authorized to retain the security deposit?

Background and Evidence

The fixed term tenancy commenced January 1, 2013 and was set to expire on December 31, 2013. The tenancy agreement provides that at the expiration of the fixed term the tenancy was

to continue on a month-to-month basis. The monthly rent of \$1,100.00 was due on the 1st day of every month and the landlord collected a security deposit of \$550.00.

On December 2, 2013 the tenant phoned the landlord's office to advise the landlord that rent for December 2013 would be late and to notify the landlord of his intention to end the tenancy at the end of December 2013. The landlord responded by way of an email on December 9, 2013 informing the tenant his verbal notice to end the tenancy at the end of December 2013 was insufficient. The landlord requested written notice be provided as soon as possible. On December 13, 2013 the landlord sent a letter to the tenants informing the tenants of their obligation to give sufficient written notice to end the tenancy. The landlord found the unit abandoned on January 2, 2014. Attempts to contact the tenants for a move-out inspection were unsuccessful and on January 6, 2014 the landlord conducted the move-out inspection without the tenants present. The tenants finally provided written notice to end the tenancy on January 14, 2014 when the male tenant returned some of the keys to the landlord. The landlord re-rented the unit starting March 1, 2014.

The landlord is seeking to recover unpaid rent for the month of January 2014 and cleaning costs of \$177.45.

In support of the landlord's claims, the landlord provide copies of: the tenancy agreement; the email of December 9, 2013; the letter of December 13, 2013; the tenant's notice to end tenancy dated January 14, 2014; condition inspection reports; cleaning invoice; and, photographs taken of the unit on January 6, 2014.

Analysis

Upon consideration of everything presented to me, I provide the following findings and reasons.

Where a fixed term tenancy converts to a month-to-month tenancy upon the expiration of the fixed term, a tenant is required to give one full month of written notice to the landlord in order to end the tenancy on a date that is on or after the expiry date of the fixed term.

In this case, it appears that the tenants wished to end the tenancy as of December 31, 2013 and in order to do that the tenants would be required to give the landlord written notice on or before November 30, 2013. The tenants did not do this. The landlord even notified the tenants multiple times explain their notice requirements and to request written notice be provided by them as soon as possible. Since the tenants did not give sufficient notice to end the tenancy as of December 31, 2013 the tenants were obligated to pay rent for January 2014. In fact, giving the landlord written notice to end the tenancy on January 14, 2014 may have entitled to landlord to recover loss of rent for the month of February 2014 as well; however, the landlord has not requested that and I did seek hear anything further with respect to losses for February 2014. Therefore, I grant the landlord's request to recover unpaid and/or loss of rent for the month of January 2014 in the amount of \$1,100.00.

Upon review of the photographs, condition inspection report, and cleaning invoice, I find the landlord has substantiated that the tenants failed to leave the rental unit reasonably clean, as required under the Act, and I grant the landlord's request to recover cleaning costs of \$177.45 from the tenant.

I further award the landlord recovery of the \$50.00 filing fee paid for this Application for Dispute Resolution.

I authorize the landlord to retain the security deposit in partial satisfaction of the amounts awarded to the landlord.

In light of the above, the landlord is provided a Monetary Order calculated as follows:

Rent: January 2014	\$1,100.00
Cleaning	177.45
Filing fee	50.00
Less: security deposit	<u>(550.00)</u>
Monetary Order	\$ 777.45

The Monetary Order must be served upon the tenant and it may be filed in Provincial Court (Small Claims) to enforce as an order of the court.

Conclusion

The landlord has been authorized to retain the security deposit and has been provided a Monetary Order for the balance of \$777.45 to serve upon the tenant 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: May 23, 2014

Residential Tenancy Branch

