



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      Landlord: MNR, MNSD, MNDC, FF  
Tenant: MNDC, MNSD

### Introduction

This hearing dealt with cross Applications for Dispute Resolution with both parties seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord.

The landlord provided documentary evidence the tenants were served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on December 26, 2013 in accordance with Section 89 and that this service was witnessed by a third party.

Based on the evidence of the landlord and the fact that the tenants had submitted an Application for Dispute Resolution seeking to have their Application “crossed” with the landlord’s Application, I find that the tenants have been served with the documents and are sufficiently aware of these proceedings pursuant to Section 71 to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for lost revenue; for unpaid utility bills; 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)*.

It must also be decided if the tenants are entitled to a monetary order for cleaning the rental unit; for loss of quiet enjoyment; and return of the security deposit, pursuant to Sections 28, 38, 67, and 72 of the *Act*.

### Background and Evidence

Both parties provided the following documents into evidence:

- A copy of a tenancy agreement signed by the parties on September 6, 2013 for a fixed term tenancy beginning on September 1, 2013 for a monthly rent of \$650.00 due on the 1<sup>st</sup> of each month with a security deposit of \$325.00 paid; and
- A copy of a letter from the tenants to the landlord dated October 15, 2013 informing the landlord of their intent to vacate the rental unit on December 1, 2013.

The landlord seeks compensation for the loss of revenue from the tenants' failure to end the tenancy in accordance with the fixed term of the tenancy agreement in the amount of \$650.00 and unpaid utility bills during the tenancy in the amount of \$46.59. The landlord also seeks compensation for carpet cleaning in the amount of \$126.00 due to the condition of the carpet at the end of the tenancy.

The landlord also seeks compensation in the amount of \$105.00 for work that was not completed by the tenants. The tenancy agreement addendum included a clause that allowed the tenants to use of a storage shed if the tenants completed a minimum of 1 hour per week of work for the landlord.

### Analysis

As the tenants have failed to attend this hearing to present their claim I dismiss their Application for Dispute Resolution in its entirety without leave to reapply.

Section 45(2) of the *Act* stipulates that a tenant may end a fixed term tenancy by giving the landlord a notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice; is not earlier than the date specified in the tenancy agreement as the end of the tenancy 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 there is no evidence before me that the tenants had informed the landlord of a breach of a material term of the tenancy and gave him a reasonable time to correct the breach or they would move out of the rental unit I find the tenants provided a notice to end tenancy that was not compliant with either Section 45(2) or 45(3). I find, as a result, the landlord has suffered a loss of revenue for the month of December 2013 in the amount of \$650.00.

In addition, based on the disputed testimony and evidence that the tenants failed to pay utilities in the amount of \$46.59, I find the landlord is entitled to this amount as compensation. Also based on the undisputed testimony and evidence of the landlord as

to the condition and requirement for carpet cleaning I find the landlord is entitled to compensation in the amount of \$126.00.

As to the landlord's claim for \$105.00 for failure of the tenant to complete work for the use of the storage shed, I find that while this term was noted in the addendum to the tenancy agreement it falls outside of the jurisdiction of the *Act* and as such, I decline to make any determination on that claim.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$872.59** comprised of \$650.00 lost revenue; \$126.00 carpet cleaning; \$46.59 utilities owed 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 \$325.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$547.59**.

This order must be served on the tenants. If the tenants fail 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: April 10, 2014

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Residential Tenancy Branch

