



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNR, MND, MNDC, MNSD, FF

### Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord(s) attended and gave affirmed testimony.

Despite service of the application for dispute resolution and notice of hearing (the "hearing package") on each tenant by way of registered mail, neither tenant appeared. Evidence provided by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that both items were "successfully delivered."

### Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement the 6 month fixed term tenancy began on August 01, 2013. Monthly rent of \$700.00 was due and payable in advance on the first day of each month, and a security deposit of \$350.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

On January 09, 2014 tenant "XW" verbally informed "WS," the landlord's agent (building superintendent) that he would be vacating the unit by the end of January 2014. Later, on January 26, 2014 tenant "PL" informed the landlord's agent that he would be vacating unit by the end of January 2014. By January 27, 2014 both tenants had vacated the unit.

On February 01, 2014 tenant "XW" came back to the building in order to return the unit keys; at that same time he provided a forwarding address to the landlord's agent.

The landlord's agent determined that rubbish removal and cleaning were required in the unit following the end of the tenancy. A move-out condition inspection report was completed by the landlord's agent without the participation of either tenant on February 01, 2014.

The landlord's application for dispute resolution was filed on February 13, 2014. New renters were found for the unit effective from March 01, 2014.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Based on the documentary evidence which includes but is not limited to photographs / invoices / receipts, and the affirmed / undisputed testimony of the landlord(s), the various aspects of the landlord's application and my related findings are set out below.

\$660.84 (\$320.00: *rubbish removal* + \$340.84: *labour / materials for cleaning in the unit*)

The attention of the parties is drawn to the following particular sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

As earlier noted, the move-in condition inspection report was completed with the participation of both parties, while the move-out condition inspection report was completed by the landlord's agent without the participation of either tenant. In the absence of any evidence that the landlord offered either tenant "at least 2 opportunities, as prescribed," for the move-out condition inspection, I find that the landlord has established entitlement limited to **\$330.42**, or half the amount claimed.

\$700.00: *loss of rental income for February 2014*

Section 44 of the Act speaks to **How a tenancy ends**, in part as follows:

44(1) A tenancy ends only if one or more of the following applies:

(b) the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy.

Clause # 2 of the subject "lease agreement" reads as follows:

The said lessee rents the said suite for a period of 6 months. This agreement entirely terminates at the end of this lease as provided herein and there shall be no holding over of the premises unless the lessor agrees to in writing before the termination date. Upon termination of this lease, the said lessee shall vacate by 1:00 p.m. at month end.

Following from the above, I find that the 6 month fixed term tenancy which began on August 01, 2013, ended on January 31, 2014, and there is no evidence of an agreement reached between the parties to the effect that the tenancy would continue on a month-to-month basis after January 31, 2014.

Section 37 of the Act addresses **Leaving the rental unit at the end of a tenancy**, in part as follows:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and....

Despite the above finding concerning January 31, 2014 as the end date of tenancy, I also find that the unit was not left "reasonably clean," and that the landlord's ability to re-rent the unit sooner than March 01, 2014 was hampered to some extent by the requirement to remove rubbish and undertake certain cleaning. In the result, I find that the landlord has established entitlement limited to **\$350.00**, or half the amount claimed.

**\$50.00:** *filing fee*

As the landlord has achieved a measure of success with this application, I find that the landlord has established entitlement to recovery of the full filing fee.

**Total claim: \$730.42** (\$330.42 + \$350.00 + \$50.00)

I order that the landlord retain the security deposit of **\$350.00**, and I grant the landlord a **monetary order** for the balance owed of **\$380.42** (\$730.42 - \$350.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$380.42**. Should it be necessary, this order may be served on the tenants, 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: May 28, 2014

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Residential Tenancy Branch

