



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security and pet deposits. Both parties participated in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began in January 2014 and ended on May 3, 2014 and that the tenants paid a \$500.00 security deposit and a \$200.00 pet deposit. The parties further agreed that the tenants gave the landlord notice that they were ending their tenancy on April 18.

The landlord seeks to recover \$1,000.00 in lost income for the month of May. She testified that the tenants gave late notice that they would be vacating the rental unit and that despite advertising the unit, she was unable to find new tenants until June 1. The tenants testified that they gave late notice because the landlord looked down on them and snubbed them.

The landlord seeks to recover \$100.00 as the cost of cleaning the carpet at the end of the tenancy. She alleged that the tenants' pet left the carpet unreasonably soiled. The tenants testified that they were told at the beginning of the tenancy that the carpet would be replaced and that they shouldn't worry about it. Further, they testified that they kept area rugs over the carpet and that they left the carpet reasonably clean.

The landlord seeks to recover \$75.00 as the value of 3 hours of her labour cleaning the rental unit. She testified that the tenants left belongings behind in the unit and failed to adequately clean the unit. The tenants testified that the landlord's husband told them the suite was OK and testified that they left the suite reasonably clean.

The landlord seeks to recover the \$50.00 filing fee paid to bring her application.

Analysis

Section 45 of the Act requires tenants to give one full month's notice to end a tenancy and further states that the month's notice cannot take effect until the end of a rental month, which means that if the tenants gave notice to end their tenancy in April, because their rent was payable on the 1st day of each month, their notice could not be effective until May 31. The only exception to this provision is found in s. 45(3) which allows tenants to end a tenancy with less than one full month's notice when a landlord has breached a material term of the tenancy. In order to invoke s. 45(3), the tenants must have given the landlord written notice that she has breached a material term and given her a reasonable opportunity to correct the breach. The tenants gave no evidence that any written notice had been provided and I find that the tenants were not entitled to end the tenancy without giving one full month's notice. I find that the landlord acted reasonably to minimize her losses by advertising the unit and I find that she is entitled to recover \$1,000.00 in lost income for the month of May. I award the landlord \$1,000.00.

At the end of a tenancy, tenants are required to leave the rental unit in reasonably clean condition. Although the landlord claimed that the carpet and the unit were not left reasonably clean, the landlord provided no evidence to corroborate her claim such as photographs, witness statements or a condition inspection report. Without such corroborating evidence, I am unable to find that the unit was not reasonably cleaned and for this reason I dismiss the claims for carpet and suite cleaning.

As the landlord has been substantially successful in her claim, I find she is entitled to recover her filing fee and I award her \$50.00.

Conclusion

The landlord has been awarded \$1,050.00. I order the landlord to retain the \$500.00 security deposit and the \$200.00 pet deposit in partial satisfaction of the claim and I grant her a monetary order under section 67 for the balance of \$350.00. This order may be filed in the Small Claims Division of the Provincial 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: September 29, 2014

Residential Tenancy Branch

