



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Hollyburn Estates Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNR, MND

### Introduction

This is an application for a monetary order for \$1412.50. The applicant is also requesting recovery of the \$50.00 filing fee.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed on August 7, 2014 to the forwarding address provided by the respondent at the end of the tenancy; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing.

I therefore conducted the hearing in the absence of the respondent.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Has the applicant established a monetary claim against the respondent, and if so in what amount?

### Background and Evidence

The applicants testified that:

- This tenancy began on January 15, 2014 for a fixed term ending July 31, 2014.
- The tenant had paid a security deposit totaling \$652.50 on January 11, 2014.

- On July 2, 2014 the tenant serve a Notice to End the Tenancy at the end of July 2014.
- They inform the tenant that this was not sufficient notice as the Residential Tenancy Act required one clear months' notice; however they stated they would attempt to re-rent the unit for as soon as possible.
- The tenant subsequently vacated the rental unit on July 29, 2014.
- At the end of the tenancy the tenant left the carpets and the drapes in the rental unit in need of significant cleaning.
- Originally when they filed their claim for dispute resolution they had estimated they would lose the full rental revenue of \$1205.00 for the month of August 2014 however they were subsequently able to re-rent the unit on August 25, 2014, and therefore they are requesting prorated amount of \$932.88 in lost rental revenue.
- Further they had originally estimated that they would have carpet cleaning costs of \$106.50, and drape cleaning costs of \$101.00, however they were subsequently able to get the carpets cleaned for \$70.00, and the drapes cleaned for \$58.80.
- They are therefore requesting a reduced monetary order as follows:

Lost rental revenue for August 2014	\$932.88
Carpet cleaning costs	\$70.00
Drape cleaning costs	\$58.80
Filing fee	\$50.00
Total	\$1111.68

They therefore requesting an order allowing them to keep the full security deposit of \$652.50 and requested a monetary order be issued for the difference.

### Analysis

Section 54 of the Residential Tenancy Act states:

**45** (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

In this case rent is due on the first of each month, and therefore to end the tenancy at the end of July 2014 the tenant would have to have issued his Notice to End Tenancy before July 1, 2014.

The tenant did not issue his Notice to End Tenancy until July 2, 2014 and therefore, pursuant to section 53 of the Residential Tenancy Act, the notice is self-correcting the end of August 2014. The tenant is therefore liable for any lost rental revenue in the month of August 2014.

I therefore allow the landlords claim for loss rental revenue totaling \$932.88.

Under section 32 of the Residential Tenancy Act a tenant is required to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. In this case however it is my decision that the landlords have shown that the tenant failed to meet the "reasonable" standard of cleanliness required with regards to the condition of the carpets and the drapes.

I therefore also allow the landlords claim for the cost of carpet cleaning and drape cleaning.

I also allow the request for recovery of the \$50.00 filing fee.

### Conclusion

I have allowed the landlords full reduced claim of \$1111.68 and I therefore order that the landlord may retain the full security deposit of \$652.50, and have issued a monetary order in the amount of \$459.18.

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: February 25, 2015

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Residential Tenancy Branch

