



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing convened as a result of a Landlord's Application for a Monetary Order for the following:

- damage to the unit or property;
- for unpaid rent or utilities;
- to keep all or part of the damage deposit;
- for money owed or compensation or loss under the Act, regulation or tenancy agreement; and
- to recover the filing fee from the tenant for the cost of the application.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

Introduced in evidence was a copy of the residential tenancy agreement which indicated as follows: the tenancy began on June 1, 2013; monthly rent was payable in the amount of \$745.00; and, the Tenant paid a security deposit of \$372.50 on May 31, 2013. An incoming condition inspection report was performed on June 1, 2013. The Landlord testified that the tenant began renting a parking spot sometime after the tenancy began such that at the time the tenancy ended the Tenant also paid \$10.00 per month for a parking spot.

The Landlord testified that the Tenant provided a "Late Vacate Notice" on July 27, 2014. The Landlord testified that they were not able to market the rental unit until they received written notice from the Tenant that he intended to vacate the rental property. The Landlord confirmed they advertised in the local newspaper, as well as on several websites as well as on their property management website; however, as the Tenant provided his notice in late July, they were not able to rent the unit until September 1, 2014.

The Landlord sought monetary compensation in the amount of \$916.75 from the tenant for the following:

carpet cleaning	\$78.75
drape cleaning	\$13.00
suite cleaning	\$70.00
rent for August 2014	\$745.00
parking for August 2014	\$10.00
TOTAL	\$916.75

The Landlord also sought recovery of the filing fee of \$50.00 for a total monetary claim of **\$966.75**.

The Tenant testified that two days prior to the end of the month, he gave verbal notice on the phone to C.J., the relief building manager. When asked "which month", he stated "April, May, whatever".

He stated that C.J. asked him for written notice and that she requested that he use the Landlord's Notice to End tenancy form which was specific to the property management company. Further he testified that C.J. was to provide him a blank Notice to End Tenancy, and that as he was out of town at the time, he asked her to provide this document to him by email. He submitted that it was not his fault that C.J. failed to

provide the notice by email as he requested. The Tenant further testified that when he returned from out of town that he saw the form under his door, signed them and returned them to the Landlord on July 5, 2014.

Despite stating that he returned the form to the Landlord on July 5, 2014, the Tenant also stated that he did not participate in the move out condition inspection as he was out of town the entire month of July. When the Tenant was asked when he moved to Vancouver, he stated June 31, 2014. When I informed him that June did not have 31 days, he insisted that in 2014 it did. He was unwilling to accept that June had only 30 days.

The Tenant opposed the Landlord's request for \$78.75 for carpet cleaning as he stated the carpets were new and that he and his cleaners vacuumed them at the end of his tenancy. He also opposed the Landlord's request for cleaning of the drapes as he said he put them away when he first moved in and never used them.

The Tenant stated that he believed the \$70.00 cleaning fee was standard and that he had no reason to dispute this amount.

Finally, the Tenant stated that he spoke to S.W., about the conversation he had with the relief building manager, and that he attempted to obtain his phone records, but as he called from a land line, such records did not exist.

Analysis

Section 45(4) provides that a Tenant's Notice to End tenancy must comply with section 52 of the Act. Section 52 provides as follows:

Form and content of notice to end tenancy

52 In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy, and

(e) when given by a landlord, be in the approved form.

Verbal notice is insufficient.

The Tenant testified that he provided written notice on July 5, 2015 when he returned the signed Notice which had been provided to him by the Landlord. The Landlord testified that this Notice was not received until July 27, 2014. In either case, the Landlord could not begin marketing the rental unit until after the beginning of July.

I accept the Landlord's evidence that the rental unit was not re-rented until September 1, 2014. I also find that the Landlord made reasonable efforts to re-rent the rental unit and mitigated their losses. Accordingly, I find that the Landlord is entitled to recover the rent for August 2014, in addition to the rent for the parking space.

Residential Tenancy Policy Guideline 1 provides that at the end of the tenancy the Tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Accordingly, I find that the Tenant is responsible for paying for the steam cleaning of the carpets in the amount of \$78.75.

The Landlord failed to provide any evidence of the condition of the drapes, which would support a claim for their cleaning. The Tenant submitted that he did not use them and in fact used his own window coverings. Without supporting evidence that the drapes required cleaning, I am unable to find that the Tenant should pay the cost of cleaning and I decline the Landlord's request for the sum of \$13.00.

The Tenant did not dispute the \$70.00 cleaning fee. Accordingly, I grant the Landlord recovery of this sum.

The Landlord, having been substantially successful, shall be entitled to recovery of the filing fee of \$50.00.

I find that the Landlord has established a total monetary claim of \$953.75 comprised of The following:

carpet cleaning	\$78.75
suite cleaning	\$70.00
rent for August 2014	\$745.00
parking for August 2014	\$10.00

TOTAL	\$903.75
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and the \$50.00 fee paid by the Landlord for this application.

I order, pursuant to section 38(1)(d) that the Landlord retain the security deposit of \$372.50 in partial satisfaction of the claim and I grant the Landlord an Order under section 67 for the balance due of \$581.25. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenant, having provided late written notice to end the tenancy to the Landlord, caused the Landlord to suffer a loss of rent for August 2014. The cleaning fees for the carpet and the rental unit as well as the filing fee are also recoverable by the Landlord such that the Landlord is awarded the sum of \$953.75. The Landlord may retain the security deposit of \$372.50 and is granted a Monetary Order for the balance due in the amount of \$581.25.

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: March 09, 2015

Residential Tenancy Branch

