



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Penny Lane Property Management Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNDC, MNR, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on May 22, 2015 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted to the Residential Tenancy Branch on May 21, 2015 were sent to each Tenant, via registered mail, at the service address noted on the Application for each Tenant. The Landlord submitted Canada Post documentation that corroborates this testimony.

The Agent for the Landlord stated that each Tenant provided a service address when the condition inspection report was completed on May 08, 2015.

In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenants did not appear at the hearing.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent and for cleaning costs?  
Is the Landlord entitled to retain all or part of the security deposit?

### Background and Evidence

The Agent for the Landlord stated that:

- this tenancy began on June 01, 2013;
- the Tenants agreed to pay rent of \$700.00 by the first day of each month;

- the Tenants paid a pet damage deposit \$350.00 and a security deposit of \$350.00;
- a condition inspection report was completed on June 01, 2013;
- on March 31, 2015 the female Tenant gave written notice to end the tenancy, effective April 30, 2015;
- the rental unit was vacated on May 08, 2015;
- a condition inspection report was completed on May 08, 2015;
- no rent was paid for any period in May of 2015; and
- on May 21, 2015 the Landlord returned \$424.00 of the security/pet damage deposit.

The Landlord is seeking compensation, in the amount of \$180.64, in rent for May of 2015. The Landlord is seeking rent for the first eight days of May as the Tenants were still occupying the rental unit on those days.

The Landlord is seeking compensation, in the amount of \$45.00, for cleaning the rental unit. The Agent for the Landlord stated that some areas in the kitchen/ bathroom and the drapes required cleaning at the end of the tenancy. The condition inspection report that was submitted in evidence corroborates this testimony.

The Agent for the Landlord stated that the Landlord paid \$45.00 for cleaning the rental unit. The Landlord submitted an invoice for \$60.00. The Agent for the Landlord stated that \$45.00 of this invoice was for cleaning the rental unit and the remainder was for labour unrelated to these claims.

### Analysis

On the basis of the undisputed evidence, I find that the female Tenant gave written notice to end this tenancy, effective April 30, 2015, and that both Tenants were, therefore, obligated to vacate the rental unit by that date.

On the basis of the undisputed evidence, I find that the Tenants did not vacate the rental unit until May 08, 2015.

As the Tenants did not vacate the rental unit by April 30, 2015, I find that the Tenants must pay rent, on a per diem basis, for the eight days they remained in possession of the rental unit. The Tenants must pay rent for these days, at a daily rate of \$22.58, which equates to \$180.64.

On the basis of the undisputed evidence, I find that the Tenants failed to comply with section 37(2) of the *Act* when they failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the \$45.00 paid to clean the unit.

I find that the Landlord's claims have merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$275.64, which is comprised of \$180.64 in rent; \$45.00 for cleaning; and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain \$275.64 from the remaining security/pet damage deposit of \$276.00, in full satisfaction of this monetary claim.

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: October 28, 2015

---

Residential Tenancy Branch

