



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNSD

Introduction

This is an application brought by the Landlord requesting a Monetary Order in the amount of \$707.33, requesting recovery of the \$50.00 filing fee, and requesting an Order to keep a portion of the security deposit for cleaning and lock replacement.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties and the witnesses the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witnesses.

All parties were affirmed

Issue(s) to be Decided

The issues are whether or not the landlord has established monetary claim against the respondent, and if so in what amount, and whether or not the landlord has the right to keep all or part of the security deposit towards cleaning and damages.

Background and Evidence

The landlord testified that on May 7, 2015 she posted a one month Notice to End Tenancy on the tenant's door, with an end of tenancy date of June 30, 2015.

The landlord further testified that the tenant subsequently vacated the rental unit on May 31, 2015, leaving the rental unit in need of cleaning, and as a result she lost the full rental revenue for the month of June 2015.

The landlord further testified that the tenant also failed to return the keys to the rental unit and as a result she had to change the locks. The landlord is therefore requesting a monetary claim as follows:

June 2015 lost rental revenue	\$760.00
Cleaning cost	\$82.00
Cleaning materials	\$10.05
Changing the locks and keys	\$45.08
Filing fee	\$50.00
Total	\$947.13

The landlord is further requesting an Order to keep the full security deposit of \$190.00 towards the claim and is requesting a Monetary Order be issued for the difference.

The tenant testified that he did not give the landlord written notice that he would be vacating from the rental unit, however he had sent the landlord an e-mail stating that he would vacate on May 31, 2015.

The tenant further testified that he decided to move at the end of May 2015 because it was getting miserable to live in the rental unit as he was feeling harassed by the landlord.

The tenant further testified that the rental unit was left completely clean because he, his mother and his friend (witness) were there all day moving and cleaning on May 30, 2015.

The tenant further testified that when they finish cleaning the rental unit the keys were left in the living room on the coffee table.

The tenants witness testified that he does not recall what day, or even what month the cleaning was done however he assisted the tenant to clean the rental unit, and the rental unit was left completely clean at the end of the tenancy.

The witness further testified that the tenant himself was not there for most of the day while they were doing the cleaning, and it was mostly just himself and the tenants mother who did the cleaning.

The witness further testified that once the cleaning was done the keys were left behind on the kitchen counter or kitchen table.

Analysis

It is my finding that the tenant is liable for the loss rental revenue for the month of June 2015 because the tenant did not give the required one clear month Notice to end the tenancy on May 31, 2015. The landlord had served the tenant with a one-month Notice to End Tenancy with an end of tenancy date of June 30, 2015 and therefore the tenant did not have the right to vacate prior to that date unless the tenant had given the proper notice required under section 45 of the Residential Tenancy Act which 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.

Further section 52 of the Residential Tenancy Act states:

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,

It is also my finding that the landlord has shown, on the balance of probabilities, that the rental unit was left in need of cleaning and that the keys were not left behind at the end of the tenancy.

The tenant claims that the rental unit was left clean and that the keys were left on the coffee table in the living room however the tenant's testimony does not match with that of the tenant's witness.

The tenants had stated that he had been at the house the whole day moving and cleaning, however the tenants witness testified that the tenant had not been there for the majority of the day.

Further, as stated above, the tenant testified that the keys had been left behind on the coffee table in the living room; however the tenants witness testified that the keys were left on the kitchen counter or kitchen table.

Further the fact that the tenants witness cannot even remember what date or month that this cleaning took place indicates to me that the witness's memory of the incidents may not be that accurate.

I therefore accept the landlords claim that the rental unit was left in need of cleaning and that the keys were not left behind. I therefore allow the landlords claim for cleaning and for replacing the locks and keys.

Having allowed the landlords full claim I also allow the request for recovery of her filing fee.

Conclusion

I have allow the landlords full claim of \$947.13 and I therefore Order that the landlord may retain the full security deposit of \$190.00 and pursuant to section 67 of the Residential Tenancy Act I have issued a Monetary Order in the amount of \$757.13.

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: January 11, 2016

Residential Tenancy Branch

