



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking a monetary order for unpaid rent or utilities; a monetary order for damage to the unit, site or property; a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenants for the cost of the application.

An agent for the landlord and both tenants attended the hearing, and the landlord's agent as well as one of the tenants gave affirmed testimony. The parties were also given the opportunity to question each other. No issues with respect to service or delivery of documents or evidence were raised, and all evidence provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenants for unpaid rent?
- Has the landlord established a monetary claim as against the tenants for damage to the unit, site or property?
- Has the landlord established a monetary claim as against the tenants for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for cleaning and carpet cleaning?
- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on November 28, 2015 and ended on July 4, 2016. Rent in the amount of \$925.00 was payable on

the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$462.50 which is still held in trust by the landlord, and no pet damage deposit was collected. A copy of the tenancy agreement has been provided, as well as the move-in and move-out condition inspection reports.

Between the 1st and 2nd weeks of June, 2016 the tenants told the landlord's agent they were moving out and the landlord's agent told them he needed it in writing and the tenants needed to pay the rent. On June 25, 2016 the landlord saw the tenants moving stuff out. The parties had a quick conversation, and the landlord's agent told the tenants that the move-out had to be arranged with him. On July 26, 2016 the landlord found an apology note dated June 25.

The tenants returned and the move-out condition inspection report was completed on July 4. The landlord has provided a Monetary Order Worksheet and claims:

- \$925.00 unpaid rent for July, 2016;
- \$200.00 for cleaning costs;
- \$14.00 for a broken shelf support in a bedroom closet;
- \$105.00 for carpet cleaning, for which a receipt has been provided.

The rental unit was re-rented for August 1, 2017. The landlord's agent placed advertisements on Kijiji and in local classified advertisements and province-wide listings from the landlord's head office.

The tenant testified that the rental unit was not spick and span when the tenancy began, and the landlord said he had no time to clean it.

A week or 1 ½ weeks into June, 2016 the tenant talked to the landlord's agent and the parties agreed that the tenants would move out by the end of June and the landlord would keep the security deposit, but that wasn't in writing.

Analysis

A tenant is required to give a full month's written notice to end a month-to-month tenancy. The tenants do not deny that they didn't do so. I accept the testimony of the landlord's agent that the rental unit was advertised on Kijiji, the local classified advertisements and through the landlord's head office, and I find that the landlord has mitigated any losses of rental revenue by advertising. Therefore, I find that the landlord has established the \$925.00 claim.

With respect to cleaning the rental unit, the *Residential Tenancy Act* states that the move-in and move-out condition inspection reports are evidence of the condition of the rental unit. The reports I have before me are signed at move-in by both tenants and at move-out by one of the tenants agreeing that the report fairly represents the condition. I have also reviewed the photographs provided by the landlord, and I am satisfied that the landlord has established the \$200.00 claim and the \$105.00 carpet cleaning claim.

The move-out condition inspection report also shows that the tenants agreed to those items and amounts as well as the \$14.00 cost for the shelf, and therefore I find that the landlord has established the claim.

Having found that the landlord is owed \$925.00 for rent, \$200.00 for cleaning, \$105.00 for carpet cleaning and \$14.00 for the shelf, the landlord is also entitled to recovery of the \$100.00 filing fee.

I order the landlord to keep the \$462.50 security deposit in partial satisfaction and I grant the landlord a monetary order for the difference in the amount of \$881.50.

Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$462.50 security deposit and I grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$881.50.

This order is final and binding and may be enforced.

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: August 04, 2017

Residential Tenancy Branch