



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNRL-S, FFL

Introduction

This decision pertains to the Landlord's application for dispute resolution made on May 9, 2018, under the *Residential Tenancy Act* (the "Act"). The Landlord seeks a monetary order for unpaid rent, for cleaning expenses, for recovery of the filing fee; and to retain the security deposit.

The Landlord's agent attended the hearing before me and was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The Tenant did not attend.

The Landlord testified that they served the Notice of Dispute Resolution Proceeding package (the "NDR") on the Tenant by registered mail on May 11, 2018. Canada Post information indicates the NDR was delivered May 14, 2018. The Landlord submitted into evidence a copy of the Canada Post receipt and tracking number. I am satisfied that the Tenant was served with the NDR pursuant to subsection 89 (1) (c) of the Act.

While I have reviewed all oral and documentary evidence submitted, only relevant evidence pertaining to the issues of this application is considered in my decision.

Issues

1. Is the Landlord entitled to a monetary order for unpaid rent?
2. Is the Landlord entitled to a monetary order for cleaning expenses?
3. Is the Landlord entitled to a monetary order for recovery of the filing fee?
4. Is the Landlord entitled to retain the security deposit?

Background and Evidence

The Landlord testified that the Tenant was in a periodic tenancy commencing March 1, 2017, with monthly rent of \$1,295.00 due on the first of the month. The Tenant paid a security deposit of \$647.50 of which the Landlord retains.

On April 29, 2018, the Tenant gave the Landlord's building manager "E.K." in-person, a handwritten notice to end tenancy (the "Notice"), effective May 1, 2018. The Notice included the Tenant's forwarding address. The Landlord testified that the Tenant did not pay rent for May 2018.

E.K. wrote the following information on the bottom part of the Notice (reproduced as written): "No notice until after [they] moved Ap 29th ret'd fob & keys. Nothing cleaned – suite dirty Left mattress in Livingroom & garbage on kitchen floor."

The Landlord testified that they hired a cleaner to clean the rental unit on May 2, 2018, which took 8 hours at \$30.00 per hour for a total of \$240.00. In addition, the Landlord disposed of a mattress which cost \$142.50 in disposal fees. I asked the Landlord whether they had completed a move-in and move-out inspection report. They had not.

The Landlord submitted into evidence copies of a cleaning report, a written tenancy agreement, a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and the Notice.

Analysis

Section 67 of the Act empowers me to determine the amount of, and order that a party pay, compensation to another party, if damage or loss results from a party not complying with the Act, the regulations or a tenancy agreement.

The Tenant was in a periodic tenancy as evidenced by the tenancy agreement. Under subsection 45 (1) of the Act, a tenant may end a periodic tenancy by giving the landlord notice to end 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 that rent is payable under the tenancy agreement.

The Tenant gave notice on April 29, 2018, two days before they vacated, and as such did not comply with subsection 45 (1). As the Tenant did not comply with the Act and was required to pay rent for May, taking into consideration all the evidence and unchallenged testimony presented before me, and applying the law to the facts, I find on

a balance of probabilities that the Landlord has met the onus of proving their claim for compensation for unpaid rent.

As such, pursuant to section 67 of the Act, I find that the Landlord is entitled to a monetary award for unpaid rent in the amount of \$1,295.00. Further, I order that the security deposit held be applied to this award, pursuant to section 72 of the Act.

Subsection 37 (2) (a) of the Act states that a tenant must leave the rental reasonably clean, and undamaged except for reasonable wear and tear, when they vacate.

While the Landlord did not submit into evidence any condition inspection reports, I am satisfied based on the evidence presented that the rental unit was left in such a state that the Landlord incurred expenses in cleaning and putting the rental unit back in to a condition suitable for renting. However, taking into consideration the undisputed testimony of the Landlord and the documentary evidence, and applying the law to the facts, I find on a balance of probabilities that the Landlord has met their onus of proving their claim for compensation for cleaning expenses. As such, pursuant to section 67 of the Act, I find that the Landlord is entitled to a monetary award for cleaning expenses for \$382.50.

I further grant the Landlord a monetary award of \$100.00 for recovery of the filing fee.

I therefore grant the Landlord a total monetary award in the amount of \$1,777.50. The Landlord may retain the Tenant's security deposit of \$647.50 in partial satisfaction of their claim.

A total monetary award of \$1,130.00 for the Landlord is calculated as follows:

CLAIM	AMOUNT
Unpaid rent	\$1,295.00
Cleaning expenses	382.50
Filing fee	100.00
<i>LESS</i> security deposit	(\$647.50)
Total:	\$1,130.00

Conclusion

I hereby grant the Landlord a monetary order in the amount of \$1,130.00. This order must be served on the Tenant and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: July 17, 2018

Residential Tenancy Branch