



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNDC FF

Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution. The participatory hearing was held, by teleconference, on December 13, 2018. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage or loss under the Act, and for unpaid rent; and,
- to recover the filing fee for the cost of this application.

The Landlord attended the hearing. However, the Tenants did not. The Landlord was granted an order for substituted service as part of their application. The Landlords were authorized to serve the Tenants by way of their email address, as listed on the application for substituted service. The Landlord stated that she sent the entire Notice of Hearing package and all of her evidence to this email address on August 20, 2018. I find the Landlord has sufficiently served the Tenants with these documents by email.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to 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.

Issues to be Decided

- Is the Landlord entitled to a monetary order for damage or loss under the Act, and for unpaid rent?

Background and Evidence

The Landlord stated that monthly rent was set at \$860.00 and was due on the first of the month. The Landlord stated that she currently holds \$415.00 as a security deposit.

The Landlord stated that on April 30, 2018, the Tenants gave their one month notice to end tenancy by email, effective the end of May 2018. The Landlord received the Tenants notice this day, and accepted it. Subsequently, the Landlord received another email from the Tenants on May 1, 2018, where they retracted this Notice, and stated they wanted to stay in the unit. The Landlord accepted the rescinding of this Notice, and was okay with the tenancy continuing.

The Landlord stated that the Tenants again sent another email on May 9, 2018, where they said they would move out by May 23, 2018. The Landlord responded by saying this was not enough notice, but they moved out anyways. The Landlord stated that she was unable to re-rent the unit until July 1, 2018, and she wants the Tenants to pay for June rent because they did not give at least one month notice they would be leaving.

The Landlord stated that the Tenants also left the carpet in a really dirty condition, with stains all over. The Landlord stated that this cost her \$115.50 to have it cleaned.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim.

The Landlord is seeking monetary compensation for one month's rent (\$860.00) and for carpet cleaning costs (\$115.50), as laid out above.

With respect to the Landlord's claim for lost rent for June 2018, I note the emails provided into evidence and the testimony from the hearing indicate that the Tenants withdrew their initial notice to end tenancy (with the consent of the Landlord). As such, they did not give their actual written notice until May 9, 2018, the day the Landlord stated she got the email from the Tenants saying they would move out by May 23, 2018. I find the Tenants breached section 45 (1) of the Act, by failing to give at least one month's notice, and they are liable for rent for the following month, since the Landlord was unable to re-rent the unit until July 1, 2018, despite attempting to do so. I award the Landlord \$860.00 for this amount.

With respect to the carpet cleaning, I find the Landlord's undisputed evidence sufficiently demonstrates that the Tenants failed to leave the carpets in a reasonably clean state, and I find they are responsible for the \$115.50 expense that the Landlord had to pay to have them cleaned at the end of the tenancy.

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was successful in this hearing, I also

order the Tenants to repay the \$100.00 fee the Landlord paid to make the application for dispute resolution.

Also, pursuant to sections 72 of the *Act*, I authorize that the security deposit, currently held by the Landlord, be kept and used to offset the amount owed by the Tenants. In summary, I grant the monetary order based on the following:

Claim	Amount
Rent for June	\$860.00
Carpet Cleaning	\$115.50
Other:	
Filing fee	\$100.00
Less:	
Security Deposit currently held by Landlord	(\$415.00)
TOTAL:	\$660.50

Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$660.50**. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: December 14, 2018

Residential Tenancy Branch