



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Plan A Real Estate Services Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL-S, MNRL-S, FFL

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order for compensation of \$125.00; and a monetary order for unpaid rent in the amount of \$1,850.00 retaining the security deposit to apply to these claims; and to recover the \$100.00 cost of their Application filing fee.

An agent for the Landlord, K.H. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenants. The teleconference phone line remained open for over ten minutes and was monitored throughout this time. The only person to call into the hearing was the Agent, who indicated that she was ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Agent.

I explained the hearing process to the Agent and gave her an opportunity to ask questions about the hearing process. During the hearing the Agent was given the opportunity to provide her evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenants did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified that she served the Tenants with the Notice of Hearing documents by Canada Post registered mail, sent on October 23, 2020 and January 27, 2021. The Landlord provided Canada Post tracking numbers as evidence of service. I find that the Tenants were deemed served with the Notice of Hearing documents in

accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Landlord in the absence of the Tenants.

### Preliminary and Procedural Matters

The Agent provided the Landlord's email address and the Tenants' forwarding address in the Application, and confirmed these in the hearing. The Agent also confirmed her understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

### Issue(s) to be Decided

- Is the Landlord entitled to a monetary order, and if so, in what amount?
- Is the Landlord entitled to recovery of the Application filing fee?

### Background and Evidence

The Agent confirmed that the periodic tenancy began on June 1, 2020, with a monthly rent of \$1,850.00, due on the first day of each month. She said the Tenant paid the Landlord a security deposit of \$878.50, and no pet damage deposit. The Agent said the Landlord still holds the Tenants' security deposit. The Agent said that the rental unit is a studio or bachelor style apartment.

The Landlord claims compensation from the Tenants of \$2,075.00, in addition to the recovery of the Application filing fee.

#### **#1 MOVE-OUT CLEANING → \$125.00**

The first amount claimed is for a move-out clean. In the hearing, the Agent said the Tenants did not clean the rental unit before they left. She said the Landlord has used the same cleaning service for ten years, and they gave the Landlord a good rate of \$25.00 per hour. The company's invoice indicates that they spent five hours cleaning.

#### **#2 COMPENSATION FOR UNPAID RENT → \$1,850.00**

The Landlord said that the Tenants paid their rent up to September 2020, but that they did not give 30 days' notice to end the tenancy; and therefore, the Landlord seeks compensation from the Tenants of \$1,850.00 for October 2020 rent. The Agent said that they were able to re-rent the unit as of November 1, 2020, but for a lower rate.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

#### **#1 MOVE-OUT CLEANING → \$125.00**

Section 37 of the Act requires a tenant to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear at the end of a tenancy. The Agent said the Tenants removed their belongings, but did not do any cleaning before they left.

I find that the cleaners offered a reasonable hourly rate of \$25.00. However, I find that charging the Landlord for five hours to clean a studio apartment is inconsistent with common sense and ordinary human experience. As the Agent said, this rental unit consisted of one large room, plus a bathroom. While the cleaners may have given the Landlord a reasonable hourly rate, I find that half of this amount of time would have been understandable for a studio apartment; however, I grant the Landlord three and a half hours for cleaning this rental unit. I, therefore, award the Landlord with **\$87.50** for cleaning the rental unit, pursuant to sections 37 and 67 of the Act.

#### **#2 COMPENSATION FOR UNPAID RENT → \$1,850.00**

Section 45(1) states that a tenant may end a periodic tenancy effective on a date that is (a) not earlier than one month after the date the landlord receives the notice; and (b) the day before the day in the month, or other period in which the tenancy is based that rent is payable under the tenancy agreement.

Accordingly, by ending the tenancy on September 30, 2020, the effective date for this notice should have been October 31, 2020. However, the Tenants did not give the Landlord any notice of the end of the tenancy, other than to call and say the keys were available for the Agent to pick up.

Further, pursuant to sections 45 and 52 of the Act, in order for a notice to end tenancy to be effective, the form and content must be in writing and must:

- a) Be signed and dated by the Party giving the notice,
- b) Give the address of the rental unit,
- c) State the effective date of the Notice.

I find that the Tenants did not give the Landlord any notice of the end of the tenancy; and therefore, I find that the Tenants owe the Landlord rent for October 2020. I award the Landlord with **\$1,850.00** for the October 2020 rent that the Tenants owed.

### Summary and Set Off

I find that this claim meets the criteria under section 72(2)(b) of the Act to be offset against the Tenants' security deposit of \$787.50 in partial satisfaction of the Landlord's monetary claim.

The Landlord is awarded \$1,937.50 in compensation from the Tenants, and I also award the Landlord with recovery of their \$100.00 Application filing fee pursuant to section 72 of the Act, for a total award of **\$2,037.50**.

The Landlord is authorized to retain the Tenants' \$787.50 in partial satisfaction of this award. I grant the Landlord a Monetary Order of \$1,250.00 for the remaining amount of the award outstanding, pursuant to section 67 of the Act.

### Conclusion

The Landlord is successful in their claim for compensation from the Tenants in the amount of \$1,937.50, as well as recovery of the \$100.00 Application filing fee.

The Landlord is authorized to retain the Tenants' \$787.50 security deposit in partial satisfaction of the award. I grant the Landlord a Monetary Order from the Tenants of **\$1,250.00** for the remainder owing to the Landlord by the Tenants. This Order must be served on the Tenants by the Landlord and may be filed in the Provincial Court (Small Claims) and 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: February 11, 2021

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Residential Tenancy Branch