



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MND MNDC MNR MNSD FF

Introduction

This hearing dealt with application by the landlord for a monetary order for unpaid rent and the costs in addressing damages in the rental unit and an order to retain the security deposit in satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on November 12, 2008, the tenants did not participate in the conference call hearing.

At the outset of the hearing, the landlord withdrew his claim for recovery of the registered mail charge of \$20.79.

Issues to be Decided

Whether the landlord is entitled to a monetary order for unpaid rent?

Whether the landlord is entitled to monetary order for the costs in addressing the damages in the rental unit?

Background and Evidence

On February 1, 2008, the landlord collected a security deposit from the tenants in the amount of \$562.50. The tenancy began on the same day. Rent in the amount of \$1125.00 is payable in advance on the first day of each month.

On October 22, 2008, the tenants gave the landlord a 30 days notice to end tenancy via email. There were ensuing emails between the landlord and tenants to discuss as to whether the tenants were able to move out at an earlier date should the landlord be able to find a new tenant to move in on that date. On October 28, the landlord informed the tenants that the rental unit was re-rented for December 1. Since that time, the landlord had not been able to collect the November rent from the tenants.

On November 14, the landlord and the tenants agreed to meet at the rental unit at 2 p.m. on the following day to do a move-out inspection. On November 15, the tenants failed to show up for the appointment. Instead, the tenants left behind most of the keys, the garage openers and a note referencing some bleach stains on the carpet in a bedroom. The landlord inspected the rental unit on his own and found some damages.

The landlord said that he was able to negotiate with the new tenant to move into the rental unit on December 16 and to pay a partial rent in the amount of \$275.00. The landlord submitted a copy of a check from the new tenant for this amount.

Analysis

Issue #1 – whether the landlord is entitled to a monetary order for the November rent

Section 45 of the *Act* requires the tenant to give notice to end tenancy with an effective date at least one month after the landlord receives the notice and is the day before the day of the month that rent is payable under the tenancy agreement. In this case, the tenants gave the landlord written notice to end

tenancy on October 22. This notice is worded as follows: “Regarding the apartment, please consider this email our formal 30 days written notice that we will be vacating the property”. Based on the above, I find that the effective date of the tenants’ notice to end tenancy should be November 30 and the tenants are responsible for the November rent. The landlord said that he was able to re-rent the unit for the period between November 16 and 30 for the amount of \$275.00. The landlord is therefore entitled to recovery of the November rent in the amount of \$850.00.

Issue #2 – whether the landlord is entitled to a monetary order for the costs in addressing the damages in the rental unit

On November 15, the tenants left behind a note acknowledging that they had left behind some bleach stains in one of the bedrooms. The landlord said that he had to replace the stained carpet in this bedroom. As supporting evidence, he submitted several photographs showing the bleach stains and a receipt from a carpet company for the amount of \$490.00 for replacing the carpet. Based on the above, I allow the landlord’s claim for the costs of carpet replacement in the amount of \$490.00.

The landlord also submitted 1) photographs showing some dirty cupboards and blinds and a severely soiled oven and microwave and 2) a receipt from a cleaning person for the amount of \$52.50. Based on the landlord’s undisputed testimony and the above-mentioned documentary evidence, I allow the landlord’s claim for cleaning costs in the amount of \$52.50.

Conclusion

Based on all of the above, I find that the landlord has established a total claim of \$1392.50 comprised of \$850.00 in unpaid rent and \$542.50 in costs in addressing damages in the rental unit. The landlord is also entitled to recovery

the \$50.00 filing fee. I order that the landlord retain the security deposit and interest of \$569.78 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$872.72. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: December 12, 2008