

Dispute Resolution Services

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

Decision

Dispute Codes: MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim and a cross-application by the tenants for a monetary order. The landlord participated in the conference call hearing but the tenants did not, despite having made their own application and having been served with the landlord's application for dispute resolution by registered mail.

Issue(s) to be Decided

Is the landlord entitled to a monetary order as requested?

Background and Evidence

The tenancy began on February 1, 2008. Rent was set at \$1,100.00 per month and a security deposit of \$550.00 was paid. The landlord testified that the tenants left a telephone message in mid-January 2009 verbally advising that they would be vacating the rental unit at the end of the month. The tenants did indeed vacate the rental unit on January 31, 2009. The landlord testified that he was unable to re-rent the rental unit until March 1, 2009. The landlord further testified that the tenants failed to clean the carpets at the end of the tenancy and that 4 hours were spent cleaning carpets and a steam cleaning machine was rented for \$22.40. The landlord further testified that the rental unit was not thoroughly cleaned at the end of the tenancy and that 4 hours were spent cleaning and performing minor repairs.

The landlord seeks \$1,100.00 in unpaid rent for February, a \$25 late payment fee, \$100.00 for carpet cleaning and \$80.00 for suite cleaning as well as recovery of the \$50.00 filing fee paid to bring this application.

Analysis

I accept the landlord's undisputed testimony and find that the tenants failed to give one month's notice as required by section 45(1) of the Act. I find that the landlord acted reasonably in re-renting the rental unit and find that the landlord is entitled to recover from the tenants \$1,100.00 for the month of February. As the tenancy ended when the tenants vacated the rental unit, I do not characterize this as unpaid rent, but as loss of income. I find that the landlord is not entitled to a \$25.00 late payment fee as he failed to provide proof that this is a term of his tenancy agreement. I find the landlord is entitled to recover the \$100.00 claimed for carpet cleaning and the \$80.00 claimed for suite cleaning and I further find that the landlord is entitled to recover the \$50.00 filing fee paid to bring this application. The landlord is awarded a total of \$1,330.00. I order that the landlord retain the deposit and interest of \$557.55 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$772.45. This order may be filed in the Small Claims Court and enforced as an order of that Court.

As the tenants did not appear at the hearing to advance their claim, their claim is dismissed without leave to reapply.

Conclusion

The landlord is granted a monetary order for \$772.45. The tenants' application is dismissed.

Dated April 29, 2009.