



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes MND MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. The landlord also requested recovery of the \$50.00 filing fee from the tenant. Both parties attended the hearing and had an opportunity to be heard.

Issues

Is the landlord entitled to the requested order?

Background and Evidence

This tenancy began on February 14, 1995 and ended on February 28, 2009 when the tenants vacated the rental unit. The rent was \$1,702.00 per month. There was no security deposit paid because the landlord does not collect security or pet damage deposits. A condition inspection report was completed upon move-in and move-out.

On February 19, 2009 the tenants gave notice to end the tenancy effective March 31, 2009. The tenants then vacated on March 6, 2009 and did not pay the rent for March.

The tenants claim that there was a roof leak and lack of consideration on the part of the landlord for the tenants' health. Ms. T testified that the tenants were living in "deplorable conditions" in the rental unit for several years and that on the date that the tenants vacated the manager told them "not to worry about cleaning" the unit or the carpets.

The landlord responded that the building was fully tarped and that the landlord never received any written notification about the leak in their unit or the health problems they were experiencing.

Ms. T complained at the hearing that the process seemed unfair because she was trying to assist Mr. C and had only just started looking at the papers today and that she need more time to present the tenants' side of the story. I note that Ms. T made this comment after the hearing had already been terminated and the possibility of a

settlement was being explored. I further note that both Mr. C and Ms. T were given a lengthy time within which to make their submissions during the hearing.

Analysis

The landlord has made a total monetary claim against the tenant of \$1,872.00 comprised of the following:

Cleaning fee	\$120.00
Unpaid rent for March 2009	\$1,702.00
Filing fee	\$50.00
TOTAL	\$1,872.00

The tenant does not deny that the rent was not paid and did not make any specific submissions relating to the cleaning charge. The tenant simply said the living conditions in the rental unit were “deplorable”, that they repeatedly asked the landlord to address the problems in the rental unit and that they were told by the manager not to worry about cleaning on the day they moved out.

Section 26 of the Act provides that a tenant “*must pay the rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent*”. In the present case, the tenant has not presented any evidence that the tenant was entitled to deduct all or a portion of the rent. The tenants gave notice on February 19th that they intended to vacate on March 31, 2009 and then decided to vacate earlier. That decision by the tenant did not remove the tenants’ obligation to pay the rent for March.

Conclusion

Based on the evidence before me, I am satisfied that the landlord has established a total monetary claim of \$1,822.00 and is entitled to recover from the tenant the \$50.00 fee paid for this application. I therefore order that the tenant pay to the landlord the sum of \$1,872.00. This order may be filed in the Small Claims Court 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*.