



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and his agent only. The tenants did not attend.

The landlords testified they served the tenants with the notice of hearing documents and their Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on December 15, 2011 in accordance with Section 89.

The landlords testified that they the tenants have moved to a street that is one that the landlords use every day and they have observed both the male and female tenants coming and going from this address sufficiently to determine this is the tenant's new residence. Based on this testimony, I find the landlords have established an accurate address for service for the tenants.

As per Section 90, the documents are deemed received by the tenants on the 5th day after it was mailed. Further, I find that the tenants have been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to a monetary order for unpaid rent; for compensation for damage or loss; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 45, 67, and 72 of the *Act*.

Background and Evidence

The landlords provided a copy of a tenancy agreement signed by the parties on February 27, 2011 for a month to month tenancy beginning on March 15, 2011 for the monthly rent of \$1,400.00 due on the 1st of each month with a security deposit of \$700.00 paid.

The tenancy agreement included a clause requiring the tenant to pay an administrative fee for returned cheques from financial institutions and to have the carpets cleaned at the end of the tenancy.

The landlord testified that the tenants moved out of the rental unit without any notice until a typewritten note was posted to the landlord's door on October 3, 2011. The landlord testified also that the rent cheque for October 2011 was returned from the bank showing payment was stopped by the tenants.

The landlords submitted a copy of the move in and move out Condition Inspection Reports and photographs of the condition of the rental unit after the tenants vacated the rental unit.

The landlords seek the following compensation:

Description	Amount
Rent (October and November 2011)	\$2,800.00
Bank Charges	\$7.00
Key cut	\$6.03
Garage Door Lock Replacement	\$16.44
Unit Cleaning	\$368.80
Carpet Cleaning	\$174.72
Garbage Disposal	\$31.36
Total	\$3,404.35

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

I accept the evidence before me that the tenants put a stop payment of the cheque issued for rent for the month of October and find as a result the landlord has suffered a loss from a violation of the tenancy agreement equivalent to 1 month's rent and financial institution administrative charges of \$7.00.

Section 45 of the *Act* requires a tenant who wishes to end a tenancy to give the landlord notice of their intent that is effective on a date that is not earlier than one month after the date the landlord receives the notice.

As such, from the evidence and testimony before me, I find the earliest the tenancy could have ended through a notice from the tenants was November 30, 2011 and the tenants are in violation of the *Act* and are responsible for the payment of rent for November 2011.

From the testimony of the landlord's I accept the landlords took all reasonable steps to re-rent the unit as soon as possible and they secured new tenants for a tenancy to begin on December 1, 2011.

Section 37 of the *Act* requires tenants who are vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

I accept from the documentary evidence, photographs and testimony of the landlords that the tenants failed to return all keys and access to the garage and mailbox and that the tenants did not leave the unit reasonably cleaned or the carpets cleaned. As such, I find the landlords have established they suffered a loss for these charges and the value of these losses through the submission of bills and receipts.

Conclusion

For the reasons noted above, I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$3,454.35** comprised of \$2,400.00 rent owed; \$7.00 bank charges; \$22.47 for key and door lock replacements; \$574.88 for cleaning, carpet cleaning and garbage removal; and the \$50.00 fee paid by the landlords for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$700.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,754.35**.

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: February 27, 2012.

Residential Tenancy Branch