Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MND, MNR, MNSD, FF

Introduction

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

The hearing was conducted via teleconference and was attended by both landlords. The tenant did not attend

The landlords testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail in accordance with Section 89.

Based on the testimony of the landlords, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage and cleaning; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 45, 67, and 72 of the *Residential Tenancy Act (Act).*

Background and Evidence

The landlords testified the tenancy began on December 1, 2011 as a month to month tenancy for a monthly rent of $950.00 due on the 1st of each month with a security deposit of $475.00 paid. The landlord's testified and provided documentary evidence that the unit was fully furnished. The landlords also testified the tenancy ended when the tenant vacated the rental unit on or before February 29, 2012 without providing the landlords with any notice of his intention to end the tenancy.

The landlords provided photographic evidence of the condition of the unit after the end of the tenancy and receipts for replacement bedding, including a mattress cover, and an area rug; and cleaning.

The landlords testified the bedding was stained and the entire rental unit had a pervasive smell that required extensive cleaning in addition to the cleaning claimed for in their Application.

Analysis

Section 45(1) of the *Act* stipulates that a tenant may end a tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

From the undisputed testimony of the landlords I find the tenant failed to provide notice to end the tenancy in accordance with Section 45(1) and I find the tenant therefore owes the landlords rent for the month of March 2012.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all 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.

From the undisputed documentary, photographic evidence and testimony provided by the landlords I find the tenant has failed to comply with his obligations under Section 37 and the landlords are entitled to compensation in the amounts supported by their receipts provided into evidence.

Conclusion

I find the landlords are entitled to monetary compensation pursuant to Section 67 in the amount of **$1,797.23** comprised of $950.00 rent owed; $438.34 replacement items; $364.00 cleaning and the $50.00 fee paid by the landlords for this application.

I order the landlords may deduct the security deposit and interest held in the amount of $475.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **$1,322.23**. This order must be served on the tenant. If the tenant fails to comply with this order the landlords 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: July 30, 2012.

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Residential Tenancy Branch