



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes 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 both landlords and the female tenant.

The landlord submitted the male 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 on October 24, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the male tenant on the 5th day after it was mailed.

Based on the evidence of the landlord, I find that the male 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 landlords are entitled to a monetary order for unpaid rent; for cleaning of the rental unit; 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 submitted into evidence a copy of a tenancy agreement signed by the parties on July 27, 2013 for a 6 month fixed term tenancy beginning on September 1, 2013 for a monthly rent of \$850.00 due on the 1st of each month with a security deposit of \$425.00 paid. The parties agreed the tenants had moved in to the rental unit in

September 2011 under a previous fixed term tenancy that was renegotiated and resulted in the current tenancy agreement.

Due to domestic issues the parties acknowledge that the male tenant vacated the rental unit before September 1, 2013 and that on September 13, 2013 the female tenant informed the landlords by text message that she would be vacating the rental unit as of October 1, 2013. The parties also agree the tenant provided an email to the landlords on September 23, 2013 advising the landlords that she would be moving out on September 30, 2013. The landlords have also provided a copy of an email from the tenant dated October 18, 2013 providing her forwarding address.

The landlords submit that they started advertising the availability of the rental unit on September 23, 2013 once they had received the tenant's email giving notice to end the tenancy. They state they advertised on Kijiji and Craigslist and rented the unit effective November 1, 2013. The landlords seek compensation for lost rent for the month of October 2013.

A Condition Inspection Report completed on September 1, 2011 for move in and on September 30, 2013 for move out and signed on both occasions by both parties was submitted into evidence. The Report indicates that the drip pans in the oven; the inside of the fridge; and the floors in the bedroom needed cleaning and under move out comments there is a notation that states: "Needs cleaning, carpet cleaning, and fridge/stove cleaning."

The landlords submit that it took 8 hours to clean the rental unit and seeks compensation at \$30 per hour. The landlords have submitted into evidence a receipt for carpet cleaning in the amount of \$99.75.

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.

Section 45(2) of the *Act* stipulates that a tenant may end a fixed term tenancy by giving the landlord a notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice; is not earlier than the date specified in the tenancy agreement as the end of the tenancy and is the day before the day in the month that rent is payable under the tenancy agreement.

Section 45(3) states that if a landlord has failed to comply with a material term of the tenancy agreement and has not corrected the situation within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

As there is no evidence before me that tenants had informed the landlord of a breach of a material term of the tenancy, I find the earliest the tenants could end the tenancy was February 28, 2014 and as such they are responsible for the payment of rent to that date subject only to the landlords' obligation to mitigate.

I am satisfied the landlords took reasonable steps to re-rent the rental unit within a reasonable time and as such were able to re-rent the unit effective November 1, 2013 reducing the tenants' obligations for the payment of rent to only for the month of October 2013.

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.

Based on the Condition Inspection Report I find the rental unit required some cleaning after the end of the tenancy. I find, based on the comments in the Report and testimony, the landlords' claim for cleaning is reasonable.

Residential Tenancy Policy Guideline #1 stipulates that for tenancies that are over a year in duration a tenant is responsible for having carpets steam cleaned or shampooed. As the tenants moved into the rental unit 2 years prior to the end of the tenancy I find the tenants are responsible for the carpet cleaning as claim by the landlord.

Conclusion

I find the landlords are entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,239.75** comprised of \$850.00 rent owed; \$240.00 cleaning; \$99.75 carpet cleaning; 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 \$425.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$814.75**.

This order must be served on the tenants. If the tenants fail 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: February 07, 2014

Residential Tenancy Branch

