



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Li-Car Management Group  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNDC, MNR, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on February 07, 2014 the Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord wishes to rely upon as evidence were sent to the female Tenant at the forwarding address provided by the Tenant, via registered mail. The Landlord submitted a Canada Post receipt that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the female Tenant did not appear at the hearing.

The Agent for the Landlord stated that on February 07, 2014 the Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord wishes to rely upon as evidence were sent to the male Tenant at the forwarding address provided by the Tenant, via registered mail. The Landlord submitted a Canada Post receipt that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*; however the male Tenant did not appear at the hearing.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent/loss of revenue; to compensation for cleaning the rental unit; and to retain all or part of the security deposit?

### Background and Evidence

The Agent for the Landlord stated that this tenancy began on May 15, 2012 and that the Tenant agreed to pay monthly rent of \$1,400.00, which included utilities, by the first day of each month. The Agent for the Landlord stated that the Tenant paid a security deposit of \$700.00. The Landlord submitted a copy of a tenancy agreement that corroborates this testimony.

The Agent for the Landlord stated that on January 03, 2014 the Tenant provided notice of their intent to vacate the rental unit by January 31, 2014, and that the rental unit was vacated on January 31, 2014. The Agent for the Landlord stated that the Landlord began advertising the rental unit on a popular internet site on January 03, 2014 and that the Landlord posted a notice of the vacancy on their "rental board" inside their office. The Agent for the Landlord stated that the rental unit was re-rented for March 01, 2014. The Landlord is seeking lost revenue/unpaid rent from January of 2014.

The Agent for the Landlord stated that a condition inspection report was completed at the beginning and the end of this tenancy, a copy of which was submitted in evidence. One of the Tenants appears to have signed the report to indicate that it fairly represents the condition of the rental unit at the end of the tenancy.

The Landlord is seeking \$208.90 for cleaning the carpet in the rental unit and \$87.50 for general cleaning. The Agent for the Landlord stated that the carpet needed cleaning at the end of the tenancy and that employees of the Landlord spent approximately 2.5 hours cleaning the unit. The condition inspection report completed at the end of the tenancy indicates cleaning is required in several areas and that the carpet required cleaning.

The Landlord submitted an invoice to show that it was charged \$208.90 for cleaning the carpet and an invoice that shows employees spent 2.5 hours cleaning the rental unit, for which they charged the Tenant \$87.50.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant was required to pay monthly rent of \$1,400.00 by the first day of each month; that on January 03, 2014 the Tenant provided notice of intent to vacate the rental unit at the end of January; and that rental unit was vacated by the end of January of 2014.

I find that the Tenant failed to comply with section 45 of the *Act* when the Tenant failed to provide the Landlord with written notice of their intent to end the tenancy on a date that is not earlier than one month after the date the Landlord received the notice and is the day before the date that rent is due. To end this tenancy on January 31, 2014 in accordance with section 45 of the *Act*, the Tenant would have had to provide written notice to the Landlord on, or before, December 31, 2013. As the Tenant did not give

written notice to the Landlord until January 03, 2014, I find, pursuant to section 53 of the *Act*, that the earliest effective date of this notice was February 28, 2014.

I find that the Landlord made reasonable efforts to locate a new tenant for December but, in spite of those efforts, was unable to find a new tenant for that month. In spite of the efforts to mitigate their loss, I find that the Landlord suffered a loss of revenue for the month of February that the Landlord would not have experienced if the Tenant remained in the rental unit until the effective date of the Notice to End Tenancy, which was February 28, 2014. I therefore find that the Landlord is entitled to compensation for lost revenue for the month of February, in the amount of \$1,400.00.

On the basis of the condition inspection report, I find that the carpet in the rental unit needed cleaning and that various areas in the unit required cleaning at the end of the tenancy. I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the rental unit in reasonably clean condition and that the Landlord is entitled to compensation for cleaning, in the amount of \$296.40.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

### Conclusion

The Landlord has established a monetary claim, in the amount of \$1,746.40, which is comprised of \$1,400.00 in lost revenue, \$296.40 for cleaning, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$700.00, in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the amount \$1,046.40. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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*.

Dated: May 22, 2014

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Residential Tenancy Branch

