



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ARDENT PROPERTIES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL, MNRL-S, FFL

Introduction

On May 15, 2018, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for lost rent, seeking a Monetary Order for compensation for cleaning of the rental unit, and to apply the security deposit towards this debt, pursuant to section 67 of the *Act*. The Landlord is also seeking to recover the filing fee pursuant to section 72 of the *Act*.

W.M. attended the hearing on behalf of the Landlord; however, the Tenant did not attend the hearing. W.M. provided a solemn affirmation.

W.M. advised that he served the Notice of Hearing package to the Tenant by registered mail on May 15, 2018 and he included a picture of the registered mail package being returned to sender as it was refused by the Tenant. In accordance with sections 89 and 90 of the *Act*, I am satisfied that the Tenant was deemed to have received the Landlord's Notice of Hearing package.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary award for unpaid rent and to apply the deposit towards this debt, pursuant to section 67 of the *Act*?
- Is the Landlord entitled to a monetary award for cleaning to the premises and to apply the deposit towards this debt, pursuant to section 67 of the *Act*?
- Is the Landlord entitled to recover the filing fee pursuant to section 72 of the *Act*?

Background and Evidence

W.M. stated that the tenancy started on April 3, 2017 for a fixed term of one year that would continue on a month to month tenancy after March 31, 2018. He stated that the tenancy ended on May 1, 2018. Rent was established at \$900.00 per month, due on the first day of each month. A security deposit of \$450.00, was paid.

W.M. stated that the Tenant did not give any written notice to vacate the rental unit but simply dropped off the keys into the office on April 30, 2018. A move out inspection was arranged on May 1, 2018 and the Tenant provided his forwarding address in writing. As the Tenant did not give any written notice to end the tenancy, W.M. is seeking lost rent for May 2018 of \$900.00.

The move in and move out inspection reports indicate that the Tenant participated and then signed agreeing to the condition of the premises during each inspection. The move out inspection report indicated that the fridge as well as the kitchen cabinets, counters, closets, and cupboards all needed cleaning. W.M. referred to his written evidence of an invoice for a cleaning company and he explained that two cleaners spent two and a half hours each cleaning the premises. The total cost of cleaning came to \$131.25, which W.M. is also seeking to recover.

Analysis

Section 38(1) of the *Act* requires the Landlord, within 15 days of the end of the tenancy or the date on which the Landlord receives the Tenant's forwarding address in writing, to either return the deposit in full or file an Application for Dispute Resolution seeking an Order allowing the Landlord to retain the deposit. If the Landlord fails to comply with section 38(1), then the Landlord may not make a claim against the deposit, and the Landlord must pay double the deposit to the Tenant, pursuant to section 38(6) of the *Act*.

The first issue I will address is with respect to W.M.'s claim for lost rent. The undisputed evidence is that the tenancy effectively ended when the Tenant vacated the rental unit on April 30, 2018. Sections 44 and 45 of the *Residential Tenancy Act* set out how tenancies end. It also specifies that a Tenant must give written notice to end a tenancy.

As the undisputed evidence is that the Tenant ended the tenancy without the proper written notice, I am not satisfied that the Tenant ended the tenancy in accordance with the *Act*. Therefore, I find that the Tenant vacated the rental unit contrary to Sections 44 and 45 of the *Act*. Furthermore, I find that the evidence indicates that as a result of the Tenant's actions, the Landlord suffered a rental loss for May 2018 rent. Therefore, I am satisfied that the Tenant is responsible for May's rent, totaling \$900.00.

With respect to the condition of the premises at the end of the tenancy, the undisputed evidence before me is that there were areas of the rental unit that required cleaning and the Tenant agreed to this assessment. Furthermore, W.M. provided a receipt for a cleaning company that outlined the labour costs required to rectify this situation. Based on the noted condition of the rental unit and the invoice outlining the general cleaning required, I am satisfied that the Tenant is responsible for the \$131.25 cost required to return the rental unit to a re-rentable state.

As the Landlord was successful in their claims, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application. Under the offsetting provisions of section 72 of the *Act*, I allow the Landlord to retain the security deposit in partial satisfaction of the amount awarded.

Pursuant to sections 67 and 72 of the *Act*, I grant the Landlord a Monetary Order as follows:

Calculation of Monetary Award Payable by the Tenant to the Landlord

May 2018 rental loss	\$900.00
Cleaning fee	\$131.25
Recovery of filing fee	\$100.00
Less security deposit	-\$450.00
TOTAL MONETARY AWARD	\$681.25

Conclusion

The Landlord is provided with a Monetary Order in the amount of **\$681.25** in the above terms, and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: July 6, 2018

Residential Tenancy Branch