

## DECISION

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

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

The hearing was conducted via teleconference and was attended by the landlord's agent only. The tenant did not attend.

The agent confirmed at the outset of the hearing the tenant was served with the notice of hearing documents and evidence on June 1, 2010 by registered mail. I accept the tenant has been sufficiently served for the purposes of this proceeding.

### Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for carpet and general 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

This tenancy began when the tenant's roommate moved out of the rental property on August 1, 2009 at which time the landlord verbally agreed to have the remaining tenant pay a monthly rent of \$600.00 due on the 1<sup>st</sup> of the month on a month to month basis. The landlord held a security deposit of \$262.50.

The landlord submitted a copy of the notice of fine he received from the strata council for the tenant failing to pick up dog feces from the postal room. The landlord has also submitted a summary of cleaning and carpet cleaning costs.

The landlord's agent testified the tenant gave verbal notice on November 2, 2009 that she would be moving out at the end of November 2009. No written notice was provided by the tenant.

### Analysis

Section 45 requires a tenant who want to end a tenancy to give a notice to end the tenancy in writing that takes effect no earlier than one month after the date the landlord receives the notice. As the tenant gave her verbal notice on November 2, 2010 the

earliest possible effective dated would be December 31, 2010. I find the tenant remains responsible for the payment of rent for December 2010.

As the tenant's actions of failing to remove dog feces represented a direct cost to the landlord and in the absence of any evidence or testimony from the tenant, I find the tenant is responsible to reimburse the landlord for this fine.

When a tenant vacates a rental unit Section 37 of the Act requires they leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. I accept the landlord's testimony as to the amount of cleaning required and in the absence of and contrary testimony or evidence I find the landlord is entitled to compensation for cleaning and carpet cleaning.

### Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,150.00** comprised of \$600.00 rent owed; \$200.00 reimbursement for strata fine; \$300.00 for carpet and general cleaning and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$262.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$887.50**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) 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: June 28, 2010.

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Dispute Resolution Officer