

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes: *MNSD, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- A monetary order pursuant to Section 67, for loss of income for January 16-31, 2009 and cleaning costs;
- An order to retain the security deposit plus interest pursuant to Section 38;
- An order to recover the filing fee pursuant to Section 72.

On January 13, 2009, the landlord applied for an order of possession and a monetary order for rent. The tenant was ordered to vacate the rental unit by January 16, 2009 and pay rent up to January 15, 2009. The landlord was granted leave to apply for a loss of rental income for the balance of January, if he incurred a loss.

The tenant moved out on January 15, 2009, did not provide a forwarding address and did not pay the outstanding rent owed to the landlord. The tenant advised the landlord that she had made arrangements for her mail to be forwarded to her.

The landlord stated that the notice of hearing dated January 29, 2009, was served on the tenant on February 02, 2009, by registered mail and in person by the witness. The witness testified that she met the tenant at her place of work and handed her the package containing the notice of hearing and evidence submitted by the landlord. The tenant advised the witness that she would not be attending the hearing and that the landlord could keep the security deposit.

I am satisfied that the tenant was adequately served the notice of hearing and despite having been served the notice of hearing; the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to loss of income for January 2009 and to retain the security deposit in satisfaction of this claim? Is the landlord entitled to the filing fee?

Background and Evidence

The tenancy started on October 05, 2008. Prior to moving in, the tenant paid a security deposit of \$525.00. The monthly rent plus utilities was \$1050.00 due on the first day of each month. The tenant moved out on January 15, 2009.

The landlord testified that he was unable to rent the unit for the latter half of January as the tenant was uncooperative with regard to showing the unit to prospective tenants. The tenant did not clean the unit prior to moving out and the landlord incurred a cost of \$170.00 in cleaning costs. The landlord filed an invoice to support this claim. The landlord is claiming \$170.00 for cleaning, \$509.00 for loss of income for the remainder of January and \$50.00 for the filing fee for a total claim of \$729.00.

Analysis

Based on the undisputed sworn testimony of the landlord I find that it was not possible for the landlord to re-rent the premises for the period of January 16-31, 2009, and therefore the tenant is liable for this loss of revenue in the amount of \$509.00. The landlord has established a claim for damages in the amount of \$170.00 for cleaning costs. I also find that the landlord is entitled to the filing fee of \$50.00.

I order that the landlord retain the security deposit of \$525.00 and accrued interest of \$1.89 in partial satisfaction of the claim, and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$202.11.

Conclusion

I grant the landlord a monetary order in the amount of **\$202.11**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated March 31, 2009.

Dispute Resolution Officer