



# **Dispute Resolution Services**

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

## **REVIEW DECISION**

**Dispute Codes:** MNSD, MNR, MNDC and FF

### **Introduction**

This application was brought by the landlord seeking a Monetary Order for unpaid rent, damages or loss under the legislation or tenancy agreement and recovery of the filing fee for this proceeding, and authorization to retain the security deposit in set off against the balance owed.

This matter was originally set to be heard on February 5, 2009 but was dismissed without leave when the applicant landlord did not appear. The landlord subsequently applied for and was granted the present review hearing on the grounds that she had been unable to attend the original hearing for reasons that could not be anticipated and were beyond her control.

### **Issue(s) to be Decided**

This matter requires a decision on whether the landlord is entitled to a Monetary Order for the claims made and authorization to retain the security deposit in set off against the balance.

## **Background and Evidence**

This tenancy ran from August 1, 2007 to December 1, 2008. Rent was \$839 per month and the landlord holds a security deposit of \$405 paid July 7, 2007.

During the hearing, the landlord gave evidence he tenant had given late notice on November 10, 2008 and that despite advertising, she had been unable to find new tenants to move in until January 1, 2009. Therefore, the landlord claims loss of rent for December 2008. The landlord also claims a \$20 late fee for December.

The landlord also claims, as agreed to in the rental agreement, \$25 for cleaning of drapes, \$80 for carpet cleaning and \$30 for general cleaning.

## **Analysis**

Section 45 of the *Act* must give notice of at least one month, measured from the next rent due date following service of the Notice. As the tenants gave notice on November 10, 2008, the earliest it could have been effective was December 31, 2008.

As the unit remained vacant for December, I find that the landlord is entitled to recover the loss of rent of \$839 for the month. However, as the award is for loss of rent rather than unpaid rent, I decline to include the \$20 late fee.

The charges for general cleaning and carpets and drapes cleaning were part of the rental agreement and are reasonable amounts for these services. Therefore, I find the landlord is entitled to those costs as well.

As the landlord's application has succeeded, I find she is entitled to recover the filing fee for this proceed and I further find that the landlord should retain the security deposit in set off. The balance is calculated as follows:

December rent	\$ 839.00
Cleaning of drapes	25.00
Cleaning of carpets	80.00
General cleaning	30.00
Filing fee	<u>50.00</u>
Sub total	\$1,024.00
Less retained security deposit	- 405.00
Less interest	- <u>9.08</u>
<b>TOTAL</b>	<b>\$ 609.92</b>

## Conclusion

Thus, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, in the amount of \$609.92 for service on the tenants.

April 17, 2009.

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Dispute Resolution Officer