

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the landlord for a monetary order for loss of income and damages and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing in person on February 28, 2009, the tenants did not participate in the conference call hearing.

### **Issues to be Decided**

Whether the landlord is entitled to a monetary order for loss of income?

Whether the landlord is entitled to a monetary order for the costs incurred in addressing the damages?

### **Background and Evidence**

On September 6, 2008, the landlord collected a security deposit in the amount of \$600.00 from the tenants. The tenancy started on the same day. A monthly rent of \$1200.00 was payable in advance on the last banking day of each month.

The landlord said that the rental unit was newly renovated before the tenants moved in. When the tenants moved in, she gave the tenants a move in condition inspection report and asked them to list any deficiencies they might find. The tenants never returned the document to the landlord and the landlord did not pursue its return.

On January 29, 2009, the tenants told the landlord that they were moving out on February 1. The landlord said that they had not given the required notice and would have to pay the February rent. The tenants then said that they would stay

for February. On February 1, the tenants called the landlord to say that they would be moving out on that day. On the same day, the landlord went to the property and got the keys back from the tenants. Since then, the landlord had served the tenants with two notices of final opportunity to schedule a condition inspection but the tenants did not respond to them.

## **Analysis**

### **Issue #1 – Whether the landlord is entitled to a monetary order for loss of income?**

The landlord said that she was able to re-rent the unit for February 26. She is seeking recovery of the loss of income for the month of February in the amount of \$1200.00. Based on the above evidence, I find that the tenants have failed to comply with requirements stipulated in Section 45 of the *Residential Tenancy Act* in giving their notice to end tenancy. The landlord is therefore entitled to recovery of a loss of income for February in the amount of \$1200.00.

### **Issue #2 – Whether the landlord is entitled to a monetary order for the costs incurred in addressing the damages?**

The landlord is claiming for the following costs incurred in addressing the damages.

#### **Cleaning**

The landlord said that the unit was in need of cleaning. Specifically, the fridge, stove, downstairs storage room and bathtub needed extensive cleaning. The landlord submitted an undated receipt from a cleaning person, CH, for an amount of \$225.00. I have accepted the landlord's evidence regarding the cleaning as

credible and trustworthy. Accordingly, I find that the landlord has proven the costs for cleaning the unit and I allow a claim of \$225.00.

#### Miscellaneous Clean Up and Repairs

The landlord said that these items needed to be cleaned up and repaired:

1. Snow removal from deck and sidewalk
2. Garbage removal from deck
3. Stove fan broken
4. Replace pantry shelves
5. Replace two plug plates
6. Replace broken screen door
7. Repair bathroom cabinet door
8. Replace bathroom shelves

The landlord submitted a receipt dated February 20 from a company, DH, who completed all the above clean up and repairs for an amount of \$175.00. I have accepted the landlord's evidence as credible and trustworthy. Accordingly, I find that the landlord has proven the costs of addressing the above-stated damages. I therefore allow a claim of \$175.00.

#### Replace Cracked Counter Top

The landlord said that the counter top in the kitchen was newly installed before the tenants moved in. To support her claim, the landlord submitted an invoice dated June 17, 2008 from a cabinet company showing installation of countertops. The landlord said that after the tenants moved out, she found a crack that ran diagonally on the bar top section of the counter tops running from the corner of the wall to the sink. She submitted a quote dated February 22, 2009 from the same cabinet company to replace the bar top section for an amount of \$600.00.

I have accepted the landlord's evidence as credible and trustworthy and find that she has proven the costs of replacing the damaged counter top. I therefore allow a claim of \$600.00.

### Drape Repair

The landlord said that the chain of one panel of the drapes was off its track. However, the tenant kept using it and caused the track to be broken. The landlord said that the track needed repair and submitted a receipt dated February 25, 2009 from an unnamed source for an amount of \$450.00. When asked who did the repair, the landlord said that it was BW. I have accepted the landlord's testimony that the track of one panel of the drapes needed repair. However, I find the costs for repairing the track to be unreasonably high. As well, I have given little weight to the receipt which is lacking in details such as the vendor and a description of the work done. I therefore allow only 20% of the claim which amounts to \$90.00.

### Conclusion

Based on all of the above, I find that the landlord has established a total claim of \$2290.00 comprised of \$1200.00 in loss of income and \$1090.00 in damages. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the security deposit and interest of \$602.88 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1737.12. This order may be filed in the Small Claims Court and enforced as an order of that Court.