

# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## Decision

### **Dispute Codes:**

MNDC, MNSD, FF

### **Introduction**

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

I reviewed the evidence on the case file prior to the Hearing. The parties gave affirmed evidence and this matter proceeded on its merits.

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

This is the Landlord’s application for a Monetary Order for loss of rent for the month of February, 2009, and damages, to keep the security deposit and accrued interest, and to recover the filing fee from the Tenant for the cost of this application.

### **Background and Evidence**

#### Landlord’s agent’s evidence

- The tenancy started on August 1, 2008. The monthly rent was \$1,350.00, due on the first day of the month.
- The Tenant gave late notice on January 3, 2009, that he would be vacating the rental unit on January 31, 2009.
- The Tenant paid a security deposit in the amount of \$675.00, but the Landlord’s agent was not sure what day the security deposit was made.
- The Landlord’s agent is a new employee of the Landlord.
- The Landlord’s agent was unsure what the claim for \$20.00 for blinds was about.

### Tenant's evidence

- The Tenant paid the security deposit to the Landlord on July 25, 2008, when he signed the tenancy agreement.
- There were a number of different building managers in the rental property over the term of his tenancy.
- He told the previous manager that he would be moving out on January 31, 2009.
- There was no building manager for a couple of months, and therefore the Tenant was not able to provide his written notice until January 3, 2009.
- The rental unit was clean and the carpets were shampooed before he vacated the rental unit.

### Analysis

The Landlord did not prove its claim for damages (i.e. receipts for cleaning, photographs of the rental unit after the Tenant vacated the unit, a copy of move-in inspection and move-out inspection report). I dismiss this portion of the Landlord's claim. The Landlord's application to retain any or all of the security deposit is therefore dismissed.

The Landlord's agent was uncertain about dates and particulars about the Landlord's monetary claim, and stated that she was a new employee. The Tenant testified that there was no building manager on site to whom he could provide his written notice. The Tenant provided his written notice at his earliest possible opportunity to the new building manager. I dismiss the Landlord's claim for February rent in the amount of \$1,350.00.

The Landlord has not been successful in its application and is not entitled to recover the filing fee in the amount of \$50.00 from the Tenant.

The Tenant is entitled to a monetary order for return of the security deposit of \$675.00, together with accrued interest in the amount of \$4.43, and I make that order.

**Conclusion**

I grant the Tenant a monetary order for \$679.43 against the Landlord. This order must be served on the Landlord and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.

May 4, 2009

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