

## **DECISION**

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

This hearing dealt with an application by the landlord for a monetary order for damages, outstanding utility charges and loss of income 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 by registered mail on March 18, 2009, the tenant did not participate in the conference call hearing.

On February 29, 2008, the landlord collected a security deposit from the tenant in the amount of \$650.00. The tenancy began on April 1, 2008 for a fixed term ending April 1, 2009. Rent in the amount of \$1300.00 was payable in advance on the first day of each month. On March 13, 2009, the tenant moved out of the unit without giving any notice. On the same day, the landlord and tenant participated in a move out condition inspection and both parties signed the resulting report. In this report, the tenant acknowledged responsibility for damages to the flooring, carpet and kitchen gable. The tenant also agreed for the landlord to retain his security deposit.

The landlord said that the costs incurred in addressing the damages have exceeded the amount of the security deposit. He is therefore seeking recovery of these costs.

### **Flooring**

The landlord is seeking recovery of \$3193.11 as costs incurred in replacing the damaged flooring. To support his claim, the landlord submitted quotes and invoices for this amount. Based on the above, I find that the landlord has proven the costs of replacing the damaged flooring and I allow a claim for \$3193.11.

### **Carpet**

The landlord is seeking recovery of \$430.50 as costs incurred in replacing the damaged carpet. To support his claim, the landlord submitted a quote, an invoice and a visa receipt for this amount. Based on the above, I find that the landlord has proven the costs of replacing the damaged carpet and I allow a claim for \$430.50.

#### Kitchen Gable

The landlord is seeking recovery of \$400.00 as costs incurred in repairing the damaged kitchen gable. The landlord said that such repair work has not yet commenced and he had received only a verbal quotation of \$400.00. Based on the above, I find that the landlord has not proven the actual costs of such repair and I therefore allow only 50% of the total claim in the amount of \$200.00.

#### Loss of Income

The landlord said that the tenant moved out of the unit on March 13, 2009 without giving any notice. Thereafter, he needed some time to complete the required repairs. As a result, he suffered a loss of income for the month of April and he is seeking recovery such loss in the amount of \$1300.00. I note that the tenancy agreement states that at the end of the fixed term, the tenancy may continue on a month-to-month basis or for another fixed length of time. Section 45 of the *Residential Tenancy Act* requires the tenant ending a fixed term tenancy to give notice to end tenancy on a date that (a) is not earlier than one month after the date the landlord receives the notice, (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and (c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement. In this case, the tenant did not give any notice to end tenancy before he moved out of the unit on March 13, 2009. I therefore find that the tenant had failed to give the required notice to end tenancy. I also find the landlord's assertion of requiring some time to complete the repairs to be reasonable. Accordingly, I find that the landlord is

entitled to recovery of \$1300.00 as loss of income for the month of April and I allow a claim for this amount.

#### Outstanding Water Utility Charges

The landlord is seeking recovery of outstanding water utility charges in the amount of \$428.48. To support his claim, he submitted two invoices from the property manager of the strata corporation that total to this amount. I note that the tenancy agreement states that water was included in the rent. Based on the above, I find that the landlord is not entitled to recovery for the water utility charges and I dismiss his claim in this regard.

#### Conclusion

Based on the above, I find that the landlord has established a total claim of \$5123.61 comprised of \$3823.61 in damages and \$1300.00 in loss of income. The landlord is also entitled to recovery of the \$100.00 filing fee. I order that the landlord retain the security deposit and interest of \$658.18 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$4565.43. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated June 26, 2009.