

DECISION

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

This hearing dealt with an application by the landlord for a monetary order 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 April 24, 2009, the tenants did not participate in the conference call hearing.

On October 2, 2007, the landlord collected a security deposit from the tenants in the amount of \$340.00. The tenancy began on October 1, 2007. Rent in the amount of \$705.00 was payable in advance on the first day of each month. Sometime after February 27, 2009, the tenants moved out of the unit without giving notice. On February 28, the landlord completed a move out condition inspection of the unit and the resulting report without the tenants.

The landlord said that she was able to re-rent the unit for March 18, 2009. The landlord is therefore seeking recovery of a loss of income for the period from March 1 to 17 in the amount of \$375.42. Based on the above, I find that the tenants have not complied with section 45 of the *Residential Tenancy Act* by failing to give the required notice to end tenancy. Accordingly, I also find that the landlord is entitled to recovery of the resulting loss of income in the amount of \$375.42 and I allow a claim for this amount.

The landlord is also claiming for these costs incurred in addressing the damages: \$68.90 for carpet cleaning, \$63.00 for drape cleaning and \$96.00 for general cleaning of the unit. I note that both the move out condition inspection report and the detailed cleaning receipt dated March 16, 2009 support the landlord's claim that the carpet, the drapes and the unit did require cleaning at the end of tenancy. I therefore find that the landlord has proven the need for such cleaning. The landlord also submitted receipts for the carpet cleaning, drape cleaning and general cleaning of the unit. Based on the above, I also find that the landlord has proven the costs incurred in addressing these damages. Accordingly, I find that the landlord is entitled to recovery of these costs in

the amount of \$227.90 and I allow a claim for this amount.

As for the monetary order, I find that the landlord has established a claim for \$375.42 in loss of income and \$227.90 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 \$341.93 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$311.39. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated July 24, 2009.