

DECISION

Dispute Codes: MNR, MNSD, 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 14, 2009, the tenants did not participate in the conference call hearing.

On October 22, 2008, the landlord collected a security deposit from the tenants in the amount of \$750.00. On January 9, 2009, the landlord collected an additional pet damage deposit from the tenants in the amount of \$200.00. The tenancy began on October 22, 2008 for a fixed term ending October 31, 2009. Rent in the amount of \$1500.00 was payable in advance on the first day of each month. On March 22, 2009, the tenants gave notice to end tenancy at the end of March. On March 30, 2009, the tenants moved out of the rental unit.

The landlord said that she started advertising to re-rent the unit immediately after receipt of the tenants' notice to end tenancy and she was able to re-rent the unit for May 1, 2009. The landlord is therefore seeking recovery of the loss of income for the month of April in the amount of \$750.00. 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 find that the landlord is entitled to recovery of the resulting loss of income for the month of April in the amount of \$750.00 and I allow a claim for this amount.

The landlord is also seeking recovery of \$12.50 as cleaning cost and \$7.00 as an NSF charge. I note that the tenants had agreed to these deductions to be made against their security deposit in a move out condition inspection report dated March 30, 2009. Based on the above, I allow a claim for these two deductions for the amount of \$19.50.

The landlord is also seeking recovery of utility charges of \$180.78 for the months of April and May. The landlord explained that although the tenancy ended on March 30, 2009, the new tenants were not moving in until June 1. Meanwhile, they needed electricity to maintain the unit. Based on the above, I find that the tenancy ended March 30, 2009 and therefore the tenants were not responsible for any of the utility charges thereafter. Accordingly, I dismiss the landlord's claim in this regard.

Based on all of the above, I find that the landlord has established a total claim of \$1519.50. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the security deposit, pet damage deposit and interest of \$952.18 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$617.32. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated July 14, 2009.