

DECISION

Dispute Codes: MNDC, MNSD, FF

This hearing dealt with an application by the landlord for a monetary order. At the outset of the hearing, the parties agreed to amend this application to include an order for the landlord to retain the security deposit in partial satisfaction of the claim.

On February 16, 2009, the landlord collected a security deposit from the tenant in the amount of \$450.00. The tenancy began on March 1, 2009 for a fixed term ending February 28, 2010. Rent in the amount of \$945.00 was payable in advance on the first day of each month. Around mid March, the tenant verbally notified the landlord that she would be moving out at the end of March, 2009. The tenant submitted a copy of a written notice to end tenancy dated March 23, 2009. The landlord said that she had never received this document except when the tenant submitted it as evidence for the hearing. On or about March 28, 2009, the tenant moved out of the rental unit. The landlord was unable to re-rent the unit until May 1, 2009.

The landlord is seeking a monetary order for loss of income, liquidated damages and cleaning cost.

Loss of Income

The landlord said that the tenant had failed to give the required notice to end tenancy for the end of March. Thereafter, she was unable to re-rent the unit until May 1, 2009. The landlord is therefore seeking recovery of the loss of income for the month of April in the amount of \$945.00. The tenant said that she had to move out of the unit due to the problems related to noise, smoke and repairs. The landlord explained that she had never received any complaints from the tenant regarding the smoke; the tenant was unspecific as to where the noise was coming from; and the repairs requested by the tenant were in process when the tenant decided to move out. The landlord's

explanation was undisputed by the tenant. Based on the above, I find that the tenant has not complied with Section 45 of the *Residential Tenancy Act* by failing to give the required notice to end tenancy. The landlord is therefore entitled to recovery of the resulting loss of income for the month of April in the amount of \$945.00. Accordingly, I allow a claim for \$945.00.

Liquidated Damages

The landlord said that the tenant had ended a fixed term tenancy before the end of the original term and she is therefore entitled to recovery of \$900.00 as liquidated damages from the tenant. To support her claim, the landlord submitted a copy of the tenancy agreement with a term which shows that the landlord is entitled to such recovery. Based on the above, I find that the tenancy was for a fixed term ending February 28, 2010 and the tenant ended tenancy on or about March 28, 2009. I also find that the landlord is entitled to recovery of liquidated damages in the amount of \$900.00 as stipulated by clause 5 of the tenancy agreement. I therefore allow a claim for \$900.00.

Cleaning

The landlord said that the rental unit required cleaning after the tenant moved out and she is claiming \$35.00 as cleaning cost. In support of her claim, the landlord submitted an invoice for one hour of cleaning for the amount of \$35.00. In this invoice, the resident caretaker wrote that the kitchen floor, bathtub, tiles and bathroom floor needed cleaning. During the hearing, the resident caretaker verbally confirmed that these items needed cleaning. The tenant denied that the rental unit needed any cleaning. She also argued that the invoice had no date and there was no supporting evidence to show the need for cleaning. Based on the above, I find insufficient evidence to show that the rental unit needed cleaning. I therefore dismiss the landlord's claim in this regard.

Conclusion

Based on all of the above, I find that the landlord has established a total claim of \$1845.00 comprised of \$945.00 in loss of income and \$900.00 in liquidated damages. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the security deposit of \$450.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1445.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated July 09, 2009.