



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for loss of rental income, for cleaning expenses and to recover the filing fee for this proceeding. The Landlord also applied to keep the Tenant's security deposit.

The Landlord served the Tenant with a copy of the Application, Notice of Hearing and evidence package (the "hearing package") by registered mail to her forwarding address on April 28, 2009. According to the Canada Post online tracking system, the Tenant received the hearing package on April 30, 2009. I find that the Tenant was served as required by s. 89 of the Act and the hearing proceeded in her absence.

Issues(s) to be Decided

1. Is the Landlord entitled to compensation for loss of rental income and other expenses and if so, how much?

Background and Evidence

This month to month tenancy started on October 1, 2008 and ended on March 29, 2009. Rent was \$805.00 per month payable in advance on the 1st day of each month. The Tenant paid a security deposit of \$400.00 on October 15, 2008.

The Landlord said the Tenant gave verbal notice on March 27, 2009 that she was ending the tenancy on March 29, 2009. The Landlord also said that she was able to re-rent the rental unit as of April 11, 2009. The Landlord claimed that the Tenant did not leave the rental unit clean at the end of the tenancy and as a result she incurred cleaning expenses. The Landlord said that she made a number of appointments with the Tenant to do a move out condition inspection but the Tenant never showed up for them.

Analysis

Under section 45 of the Act, a Tenant of a month-to-month tenancy must give one clear months notice. If a tenant ends a tenancy earlier, they may have to compensate the landlord for a loss of rental income that she incurs as a result. The earliest the Tenant could have ended the tenancy would have been April 30, 2009. As a result, I find that



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the Landlord is entitled to recover loss of rental income for 10 days in April, 2009 in the amount of \$268.30.

Section 37 of the Act says that at the end of a tenancy a Tenant must leave the rental unit clean and undamaged except for reasonable wear and tear. In the absence of any evidence from the Tenant to the contrary, I find that the Tenant did not clean the rental unit and the end of the tenancy and that the Landlord is entitled to recover cleaning expenses of \$120.00.

RTB Policy Guideline #1 (Responsibility for Residential Premises) at p. 5 states that a Tenant is responsible for replacing light bulbs in her premises during the tenancy. In the absence of any evidence from the Tenant to the contrary, I find that the Landlord had to replace 8 bulbs at a cost of \$12.00 and award her that amount. As the Landlord has been successful in this matter, she is also entitled to recover the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's security deposit and accrued interest in partial payment of the damage award. The Landlord will receive a monetary order for the balance owing as follows:

Loss of rent:	\$268.30
Cleaning:	\$120.00
Light bulbs:	\$12.00
Filing fee:	<u>\$50.00</u>
Subtotal:	\$450.30
Less: Security deposit:	(\$400.00)
Accrued interest:	<u>(\$1.28)</u>
Balance owing:	\$49.02

Conclusion

A monetary order in the amount of **\$49.02** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 30, 2009.

Dispute Resolution Officer