

# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION AND REASONS**

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

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for loss of income, late fee, cleaning and repair costs and the filing fee. The landlord applied to retain the security deposit in partial satisfaction of her claim.

The landlord testified that she served the notice of hearing by registered mail to the tenant, at the forwarding address provided by the tenant. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for loss of income, late fee, cleaning costs and for the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on August 01, 2007. Prior to moving in, the tenant paid a security deposit of \$525.00. The monthly rent was \$1088.85 payable on the first day of each month. The tenancy agreement contains a clause that requires a tenant to pay a late fee of \$25.00 upon late payment of rent. The tenant paid rent for June on June 11, 2009 and therefore incurred a late fee of \$25.00. The tenant moved out on sometime prior to June 30, 2009, without giving the landlord any written notice to end tenancy.

A move out inspection was conducted on June 30, 2009 in the absence of the tenant. The landlord noted that a door was damaged and has provided photographs of the same. The suite also needed carpet and general cleaning. The landlord was unable to re-rent the unit for July 2009 despite her efforts to find a tenant by advertising the vacancy.

The landlord is claiming the following:

1.	Loss of income for July	\$1088.85
2.	General cleaning and Carpet cleaning	\$135.00
3.	Replace door	\$250.00
4.	Late fee	\$25.00
5.	Filing fee	\$50.00
	Total	<b>\$1,498.85</b>

### **Analysis**

In this case the tenant moved out on June 30, 2009 without giving the landlord proper notice to end the tenancy thereby causing the landlord to suffer a loss of income for July. Pursuant to section 45, the tenant must pay rent for July.

Based on the documentary and oral evidence of the landlord and in the absence of any contradictory evidence from the tenant, I find that the tenant caused sufficient damage to the door that it needed to be replaced. I also find that the landlord is entitled to the cost of carpet and general cleaning and the late fee. Since the landlord has proven her case, she is also entitled to the filing fee of \$50.00.

I order that the landlord retain the security deposit of \$525.00 and accrued interest of \$11.35 in satisfaction of the claim and accordingly, I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$962.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order in the amount of **\$962.50**.

Dated September 03, 2009.

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Dispute Resolution Officer