



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of cleaning, replacement of a light bulb, loss of income and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Has the landlord established a claim for costs incurred to clean the rental unit and replace a bulb? Is the landlord entitled to loss of income and the filing fee? Is the landlord entitled to retain the security deposit in satisfaction of his claim?

### **Background and Evidence**

The tenancy started on September 01, 2009 for a fixed term of one year. Rent was \$900.00 per month due on the first of the month. The tenant paid a security deposit in the amount of \$400.00. A move in inspection was conducted on September 01, 2009

The tenancy ended on November 19 2009. The tenant moved out without giving the landlord adequate notice to end the tenancy. A move out inspection was conducted on November 18, 2009 and the tenant signed in agreement that the landlord could keep his security deposit towards rent. The landlord filed a copy of the condition inspection report.

At the hearing the landlord stated that the tenant gave him a rent cheque for December 2009 and that he retained the security deposit towards rent for January 2010 as he anticipated that he would find a renter by the middle of January.

The landlord found a tenant for January 23, 2010. The landlord did not receive rent for December as the rent cheque for December was subsequently cancelled by the tenant.

The landlord is claiming the following:

1.	Rent for December 2009	\$900.00
2.	Rent for January	\$400.00
3.	Cleaning and advertising	\$368.00
4.	Filing fee	\$50.00
	Total	<b>\$1,718.00</b>

### **Analysis**

Section 45(2) of the *Residential Tenancy Act* states that a tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that:

- (a) Is not earlier than one month after the date the landlord receives the notice
- (b) Is not earlier than the date specified in the tenancy agreement as the end of the tenancy and
- (c) Is the day before the day in the month on which the tenancy is based that rent is payable under the tenancy agreement.

The tenant moved out on November 19, 2009 without giving the landlord adequate notice. Therefore I find that the landlord is entitled to rent for December 2009 in the amount of \$900.00.

The tenant had entered into a fixed term tenancy and ended the tenancy prior to the end date. Therefore the landlord is entitled to any loss of rent up to the earliest time that the tenant could have legally ended the tenancy. The landlord advertised the availability of the suite and found a tenant for January 23, 2010. Even though the landlord did not file any evidence to support the efforts he made to mitigate his losses, I find that he did advertise and accordingly was successful in re renting the unit. Therefore I find that the landlord is entitled to his claim of \$400.00 towards rent for the first half of January.

The landlord has not filed any receipts to support his claim of \$368.00 for cleaning, advertising and replacing a bulb. Therefore I find that the landlord has not established his claim for this amount.

The landlord has proven a large portion of his case and is therefore entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$1,350.00. He currently has in his possession the tenant's security deposit of \$400.00. I order that the landlord retain the security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$950.00. 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 for the amount of **\$950.00**.

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: February 25, 2010.

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Dispute Resolution Officer