

DECISION

Dispute Codes: MNR, MND, MNDC, MNSD and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for unpaid rent, damage or loss under the legislation or rental agreement, damage to the rental unit, recovery of the filing for this proceeding and authorization to retain the security and pet damage deposits in set off against any balance found owing.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for the claims submitted, recovery of the filing fee for this proceeding and authorization to retain the security and pet damage deposits in set off.

Background, Evidence and Analysis

This month to month tenancy began on May 1, 2009 according to the rental agreement but the tenant stated that she had moved in two weeks earlier. Rent was \$2,150 per month and the landlord holds a security deposit of \$1,075 paid on April 15, 2009.

During the hearing, the landlord gave evidence that the tenant had vacated the rental unit without giving one-month's notice as required under section 45 of the *Act*.

The landlord stated that the first he heard of the end of the tenancy was a telephone message on April 2 or 3, 2010 from the tenant advising that she had moved out of the rental unit.

The tenant's son gave evidence that he had delivered the Notice to End Tenancy to the landlord's office on the same day that he had delivered the March rent, in advance of the first of the month. The landlord stated that the tenant would not have delivered the March rent as she had paid rent by post-dated cheques. He further noted that she had put a stop payment on the rent for the April 2010 cheque.

The landlord gave evidence that, in spite of advertising, he was unable to find a new tenant to move in until May 15, 2010. Therefore, the landlord claims unpaid rent for April and loss of rent for half of May.

The landlord's claims and my findings on each are as follows:

Unpaid rent and loss of rent - \$2,150 plus \$1,075 = \$3,225. Having heard the conflicting evidence of both parties on whether the landlord was given written notice, I find that the landlord was not served with written notice to end the tenancy as required under section 45 of the *Act*. While the tenant's son stated that he had delivered the notice with the March rent, the fact that the landlord had post-dated cheques for March and April and in the absence of a copy of the notice, I find that service of the notice is called in to question. Therefore, I find that this claim is allowed in full.

Administrative costs. The landlord has submitted various claims for costs of evidence and hearing preparation, billings from his property manager to arrange for services necessitated the end of the tenancy and advertising. I dismiss all of these claims on the grounds that they are costs of doing business or discretionary expenditures not claimable under the *Act* and/or under the present circumstances.

Replace locks - \$45.00. The landlord makes this claim for changing the locks in the rental unit. The landlord stated that the keys had been returned to him, and section 25 of the *Act* assigns responsibility for replacing locks on the landlord. Therefore, this claim is dismissed.

Garbage removal - \$126. On the basis of photographic evidence and a receipt, I find that this claim is allowed in full.

General cleaning - \$440. The tenant's son gave evidence that he and his girlfriend had spent several hours cleaning the rental unit and that it was left in excellent condition. While photographic evidence indicates some cleaning to be done, I find this charge to be unusually high and reduce the award on it to \$125.

Patching and painting touch ups - \$557.85. It appears that the preceding \$440 is included in this receipt and I will therefore allow the \$117.85 that is itemized for painting and repairs. The landlord cites pin holes and holes from picture hooks as part of the reason for this claim in addition to repair a piece of trim that had fallen or been knocked down, among other items.

Replace broken light fixtures. The landlord also claims compensation to replace broken light fixtures, but I am unable to find a receipt in support of the claim and it is dismissed.

Filing fee - \$100. Having found merit in the landlord's application, I find that he is entitled to recover the filing fee for this proceeding from the tenant.

Retained Security Deposit - \$1,075. The landlord's application seeks authorization to retain the security deposit in set which I award under section 72 of the *Act*.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Unpaid rent for April 2010	\$2,150.00
Loss of rent for one-half of May 2010	1,075.00
Refuse removal	126.00
General cleaning	125.00
Patching and painting	117.85
Filing fee	<u>100.00</u>
Sub total	\$3,693.85
Less retained security deposit (No interest due)	<u>1,075.00</u>
TOTAL	\$2,618.25

Conclusion.

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$2,618.25 for service on the tenant.

August 10, 2010