

DECISION

Dispute Codes OPR, OPC, MNR, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- recovery of the landlord's filing fee for this application from the tenant pursuant to section 72.

Both parties attended this hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that she posted a One Month Notice to End Tenancy for Cause on the tenant's door on May 12, 2010. She testified that she sent the tenant the application for dispute resolution by registered mail. She provided a copy of the Canada Post Tracking Number. The tenant confirmed that she received both the One Month Notice and the application for dispute resolution. I am satisfied that the landlord served these documents to the tenant in accordance with the *Act*.

At the commencement of the hearing, the parties confirmed that the tenant vacated the rental premises on May 28, 2010. The landlord said that she no longer required an Order of Possession.

The landlord's application for dispute resolution requested \$525.00 for unpaid rent for June 2010. However, the landlord's evidence package included receipts for cleaning costs of \$1,127.00 and photographic evidence of the condition of the rental premises when the tenant vacated the premises. The landlord testified that no move-in or move-out condition inspection reports were completed for this tenancy. The landlord testified that her company has retained the tenant's \$262.50 security deposit paid on March 1, 2009 in partial satisfaction of the cleaning costs incurred when the tenant vacated the

premises. The landlord requested that the monetary order include the costs of cleaning and repairing the rental premises after this tenancy.

The landlord did not amend the application for dispute resolution to include a request for an increased monetary order for cleaning and repairs after the tenant vacated the premises. As the landlord provided no notice to the tenant that she was seeking a considerably increased monetary order for cleaning, I limited my consideration of this application for a monetary order to the request for \$545.00 in unpaid rent. I did not consider evidence regarding any cleaning or repairs required at the end of this tenancy.

Issues(s) to be Decided

Is the landlord entitled to a monetary order? Is the landlord entitled to recover the filing fees for this application from the tenant?

Background and Evidence

This month-to-month tenancy commenced on March 1, 2009. During the tenancy, the tenant was paying \$525.00 on the first of each month.

The landlord's May 12, 2010 One Month Notice to End Tenancy for Cause required the tenant to vacate the rental premises by June 30, 2010. The tenant testified that she decided to vacate the premises on May 28 because she believed that she had only 30 days to leave the premises. The landlord gave undisputed evidence that the tenant did not pay any of June's \$525.00 rent. The landlord requested compensation for the June rental as the tenant vacated the premises much earlier than required under the terms of the landlord's notice to end tenancy.

Analysis

On the basis of the undisputed evidence that the tenant did not pay anything toward the June 2010 rent for these rental premises, I grant the landlord a monetary award in the amount of \$525.00 for lost rental income for June 2010. In accordance with the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the tenant's

security deposit plus interest in partial satisfaction of this monetary award for lost rental income. No interest is payable for this period. I note that the landlord was not permitted to retain the tenant's security deposit for cleaning costs without first obtaining either the tenant's written permission to do so or an order from a Dispute Resolution Officer.

Conclusion

I grant the landlord a monetary Order in the following terms:

Item	Amount
Loss of Rent for June 2010	\$525.00
Less Security Deposit	-262.50
Recovery of Filing Fee for this application	50.00
Total Monetary Award	\$312.50

As the landlord has been successful in this application, I authorize the landlord to retain the filing fee for this application from the tenant.

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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*.