



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: *MNSD, MNR 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, cleaning, advertising 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, cleaning and advertising 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 February 01, 2010. The monthly rent was \$950.00, payable on the first day of each month. The landlord stated that the tenant moved long distance and drove directly to the rental unit after making arrangements with the landlord on the phone. The landlord informed the tenant that the unit was renovated and that the kitchen counter top had to be installed. She offered the tenant the option of renting a different unit.

Upon arrival, the tenant informed the landlord that she would like to rent the unit but was too tired from the long drive to complete the paper work. The tenant paid a security deposit of \$475.00. The tenant paid \$650.00 for rent and promised to pay the balance in the next few days.

The landlord stated that the tenant started avoiding the landlord and the paperwork did not get completed nor did the tenant pay the balance of rent for February. On February 16, 2010, the landlord served the tenant with a ten day notice to end tenancy for non payment of rent. The tenant disputed the notice but moved out on March 14, 2010, prior to the hearing. The tenant did not pay rent for March. The landlord immediately advertised the availability of the unit in the local paper and filed copies of the invoices to support her claim for the cost of advertising. Despite her efforts, the landlord was unable to find a tenant for April and is claiming loss of income for April.

The landlord also stated that the tenant had a big dog and the carpet was full of dog hair. The landlord had to get the carpet steam cleaned and has filed an invoice to support her claim for the cost of cleaning.

The tenant filed evidence to state that the kitchen counter top and sink were unavailable for use prior to February 11. She states that there was also some electrical work that was incomplete. The tenant agrees that she stored her belongings in the unit starting February 01, but was unable to move in until February 11. The landlord denied that the unit was unusable prior to February 11. She stated that the kitchen was fully functional and that the tenant was using this as an excuse for not paying rent.

The landlord is claiming the following:

1.	Rent for February (\$350.00) and March (\$950.00)	\$1,300.00
2.	Loss of income for April	\$950.00
3.	Carpet cleaning	\$110.00
4.	Advertising	\$57.70
5.	Photographs	\$5.24
5.	Filing fee	\$50.00
	Total	\$2,472.94

Analysis

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 failed to pay full rent for February and March. Therefore the landlord is entitled to \$350.00 for February and \$950.00 for March.

In this case the tenant moved out on March 14, 2010 without giving the landlord proper notice to end the tenancy thereby causing the landlord to suffer a loss of income for April. Pursuant to section 45, the tenant must pay rent for April in the amount of \$950.00.

I also find that the landlord is entitled to the cost of cleaning the carpet. The landlord is not entitled to the cost of advertising as that is the cost of doing business. The legislation does not permit me to award any litigation related costs other than the filing fee. Therefore I find that the landlord is not entitled to the cost of photographs. Since the landlord has proven a major portion of her case, she is also entitled to the filing fee of \$50.00.

I order that the landlord retain the security deposit of \$475.00 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 \$1,997.94. 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 **\$1,997.94**

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: September 10, 2010.

Dispute Resolution Officer