



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution. It is apparent from information on the Application for Dispute Resolution that the Landlord is also claiming compensation for damages to the rental unit and the Application for Dispute Resolution has been amended accordingly.

The Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the service address noted on the Application, on May 08, 2010. He stated that the service address was provided to him, in writing, when the Tenant provided him with notice of her intent to vacate the rental unit. The Landlord submitted a copy of a returned envelope, with Canada Post stamps, that corroborate his testimony that the envelope was mailed to the forwarding address on May 08, 2010. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent and for cleaning the carpet; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The Landlord stated that this tenancy began on August 01, 2009; that the Tenant was required to pay monthly rent of \$725.00 on the first day of each month; and that the Tenant paid a security deposit of \$337.50 on August 04, 2008 for a previous tenancy and that the security deposit was transferred to this tenancy.

The Landlord stated that on April 14, 2010 the Tenant provided him with written notice of her intent to vacate the rental unit on May 01, 2010, a copy of which was submitted in evidence. He stated that the Tenant did vacate on May 01, 2010.

The Landlord stated that he advertised the rental unit on a popular website on, or about, April 16, 2010 but he was not able to find a new tenant until July 01, 2010. He is seeking compensation for loss of revenue for May of 2010, in the amount of \$725.00. He contends that the late notice provided by the Tenant contributed to his inability to find a new tenant for May 01, 2010, as he did not have a full month to advertise the unit.

The Landlord stated that the carpet had not been cleaned at the end of the tenancy agreement and that he paid \$65.00 to have it cleaned. The Landlord submitted a receipt to corroborate his testimony that he incurred this expense.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$725.00 on the first day of each month and that she paid a security deposit of \$337.50 August 04, 2008.

I find that the Tenant did not comply with the *Act* when she did not provide the Landlord with one full month's notice of her intent to vacate the rental unit, as is required by section 45 of the *Act*. I find that the improper notice contributed to the Landlord's inability to find new tenants for May of 2010, as the Landlord did not have a reasonable opportunity to advertise the unit. I find that the Landlord is therefore entitled to compensation for loss of revenue from May of 2010, in the amount of \$725.00.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to clean the carpets at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$65.00.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

I find that the Landlord is entitled to retain the Tenant's security deposit plus interest, in the amount of \$339.57, in partial satisfaction of the monetary claim.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$840.00, which is comprised of \$725.00 in unpaid rent, \$65.00 for cleaning the carpet, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for

Dispute Resolution. The Landlord will be retaining the Tenant's security deposit plus interest, in the amount of \$339.57, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$500.43. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order 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*.

Dated: September 16, 2010.

Dispute Resolution Officer