



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

**Dispute Codes:** *MNDC, MNR, MNSD, 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 and to recover the costs of cleaning the rental unit and 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 loss of income and costs incurred to clean the rental unit and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on March 01, 2006 and ended on September 30, 2010. The rent was \$289.00 due in advance on the first day of each month. The tenant paid a security deposit in the amount of \$102.50 plus a key deposit of \$20.00.

On September 22, 2010, a hearing was conducted to resolve a dispute between these two parties. The tenant had applied to set aside the notice to end tenancy which was served on the tenant on August 18, 2010 with an effective date of September 30, 2010. The Dispute Resolution Officer granted the tenant's application and set aside the notice to end tenancy. In addition, the tenant was awarded \$200.00 off her rent for the following month of October 2010.

As per the Dispute Resolution Officer's decision, the tenancy continued. The landlord testified that on September 27, 2010 he found a note along with keys in the office mailbox. The note was from the tenant and advised him of her forwarding address and about minor repairs to the rental unit. The landlord visited the unit and found that it had not been cleaned. The tenant had moved out of town and therefore the move out inspection was conducted by the caretaker, in the absence of the tenant.

The landlord filed a copy of the move out inspection that indicates that the unit needed cleaning and copy of a letter given to vacating tenants about charges for various services should they be required . The tenant stated that she did not want to contact the landlord for a move out inspection due to prior negative interactions and that she had to leave with the moving truck as that was her ride out of town.

The landlord stated that he attempted to re rent the unit but was not able to find a tenant for October. The tenant stated that she heard from neighbours that a tenant moved in, in early October.

The landlord is claiming loss of income for October in the amount of \$289.00 and \$253.00 for cleaning costs. The tenant has filed a note into evidence in which she is claiming the cost of moving, the security deposit, the key deposit and the difference in the rental amount that she is paying at her new residence, for a total of \$1,433.50. I informed the tenant that this hearing dealt with the landlord's application and that she was at liberty to make her own application, to address her monetary claim against the landlord.

### **Analysis**

Based on the testimony of both parties, I find that the tenant moved out without giving adequate notice to the landlord. The landlord mitigated his losses by looking for a tenant for October without success. Therefore I find that the landlord is entitled to his claim for loss of income in the amount of \$289.00.

Based on the verbal testimony of both parties and the move out inspection report, I find that the tenant had to leave with the moving truck and did not complete cleaning the unit. Therefore the landlord is entitled to the cost he incurred to clean the unit in the amount of \$253.

Overall the landlord has established a claim for \$542.00 and since he has proven his case, he is also entitled to the recovery of the filing fee of \$50.00 for a total of \$592.00. Pursuant to the decision dated September 22, 2010, the tenant may deduct \$200.00 from the rent for the month of October. Therefore, I allow this deduction which will result in the landlord's entitlement being reduced to \$392.00.

I order that the landlord retain the security deposit of 122.50 and interest of \$4.23 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 \$265.27. 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 **\$265.27**.

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 03, 2011.

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Residential Tenancy Branch