

## **DECISION**

Dispute Codes      MNDC, MNR, MNSD, FF

### Introduction

This is an application by the Landlord for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement. The Landlord appeared at the hearing by conference call and gave undisputed affirmed testimony. The Tenant did not attend.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

### Background and Evidence

The Landlord served the Tenant with the notice of hearing documents on October 13, 2010 by registered mail as shown on the attached registered mail receipt.

The Landlord states the Tenant gave written notice on September 3, 2010 for a move-out date on September 30, 2010. The Landlord reports that this is in contravention of section 11 of the submitted signed tenancy agreement of not providing 1 calendar month for proper notice. The Landlord states that they have on-going advertisements for rental and were unable to re-rent the unit for October 1, 2010. The monthly rent was \$750.00.

Upon the move-out the Tenant signed a move-in/ move-out/ charge analysis form. This statement confirms that the Tenant agrees that the report was accurate as to the condition of the premises. The report shows that 3 lightbulbs were burnt out @\$2.00 each totalling, \$6.00. It also shows a cost for 3 broken blinds at a replacement cost of \$50.00 and finally a \$15.00 fee for garbage removal.

### Analysis

Based upon the undisputed affirmed testimony of the Landlord, I find that the Tenant was properly served with the hearing documents on October 13, 2010 by registered mail.

I am satisfied that the Landlord has established a monetary claim for the loss of income of \$750.00. I also find that the Tenant was aware of the maintenance costs being sought by the Landlord as shown in the move-out analysis report for total costs of \$71.00 and agreed to them. The Landlord is entitled to the recovery of the \$50.00 filing fee. I order that the Landlord retain the \$375.00 security deposit in partial satisfaction of this claim and I grant the Landlord a monetary order under section 67 for the balance of \$496.00.

Conclusion

The Landlord is granted a monetary order for \$496.00.  
The Landlord may retain the security deposit.

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 10, 2011.

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Residential Tenancy Branch