

## **DECISION**

Dispute Codes      MNSD, MNDC, 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, to keep all or part of pet damage deposit or security deposit and the recovery of the filing fee.

Both parties attended the hearing by conference call and gave affirmed testimony.

### **Issue(s) to be Decided**

Is the Landlord entitled to a monetary order for loss of rental income and compensation for carpet cleaning and painting costs?

### **Background and Evidence**

This Tenancy began on November 1, 2007 on a fixed term tenancy for 12 months ending on October 31, 2008. The Tenant was therefore at the time of ending the tenancy on a month to month basis. The Landlord states that the monthly rent was \$1,445.00 at the end of the tenancy. A \$687.50 security deposit was made on November 11, 2007.

The Landlord states that the Tenant vacated the rental unit on January 7, 2010 without proper notice to end the tenancy. The Landlord is therefore seeking the loss of rental income for January 2010 of \$1,445.00. The Tenant disputes this and refers to a copy of the letter dated November 24, 2009 sent by registered mail to the Landlord. In it, "this letter will also constitute Notice of Termination of my month-to-month Tenancy, effective 12:00 p.m. in the afternoon on the last day of the next month, December 31, 2009. This written notice, post-marked November 24, 2009, is considered to be legally served five full days later on November 30, 2009." The Tenant has provided a copy of the registered mail receipt dated November 24, 2009.

The Landlord is claiming the cost of \$85.00 for carpet cleaning. The Tenant disputes this charge as he states that he left the carpets clean on his departure of December 31, 2009. The Landlord has not supplied any supporting evidence to confirm this cost.

The Landlord is also claiming the cost of \$101.25 for painting costs. The Tenant disputes this claim as well stating that other than normal wear and tear that he left everything cleaner than when he moved in. The Landlord has not supplied any supporting evidence to confirm this cost.

The Landlord states that he has a condition inspection report for the rental unit that was completed without the Tenant in November 2010.

### Analysis

I am satisfied that both parties were properly served with the notice of hearing and evidence packages. Both parties have confirmed receipt of the notices and the evidence packages provided.

Based upon the above facts, I find that the Tenant provided proper notice to end the tenancy on November 30, 2009 with a move out date of December 31, 2009. The Landlord's application for loss of rental income is dismissed on this basis.

The Landlord's claims for both the carpet cleaning and the painting is contradicted by that of the Tenant. The Landlord has not provided any supporting evidence to prove his claim. The Landlord's claim of a condition inspection report that was completed without the Tenant on November 2010 is 11 months after the end of tenancy. This report was never filed as evidence by the Landlord. Based upon this, I find that Landlord has failed in their application and is dismissed.

### Conclusion

The Landlord's application is dismissed.

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 18, 2011.

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Residential Tenancy Branch