



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

**Dispute Codes:** *MNR, MND, 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, for cleaning costs and the filing fee. The landlord also applied to retain the security deposit.

The landlord served the notice of hearing by registered mail to the 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 unpaid rent, cleaning 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 July 01, 2009 and ended on November 30, 2010. The rent was \$800.00 due on the first of each month. The tenant paid a security deposit of \$400.00.

On November 01, 2010, the tenant gave the landlord notice to end the tenancy effective November 30, 2010. The landlord stated that he was able to find a tenant for December 15 and suffered a loss of income in the amount of half a month's rent. The landlord stated that he incurred some cleaning costs as well. The landlord stated that he would like to keep the security deposit of \$400.00 in full satisfaction of his claim.

### **Analysis**

Section 45 of the *Residential Tenancy Act* states that a tenant may end a tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable.

In this case, rent was payable on the first of the month. Therefore, by serving notice to end tenancy on the landlord on November 01, 2010, the earliest the tenancy could end was December 31, 2010. Therefore the tenant is liable for the loss of income that the landlord suffered in the amount of \$400.00.

The landlord has not filed any evidence to support his claim for cleaning costs. Therefore his claim for cleaning costs is dismissed. The landlord has also applied for the recovery of the filing fee. Since he has proven his case, he is entitled to \$50.00 for the filing fee.

Overall I find that the landlord has established a claim for \$450.00. During the hearing, the landlord stated that he would like to retain the security deposit in the amount of \$400.00 in full satisfaction of his claim and waive his entitlement to the balance.

### **Conclusion**

The landlord may retain the security deposit of \$400.00 in full satisfaction of his monetary claim.

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: April 20, 2011.

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Residential Tenancy Branch