



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNDC, MNSD, FF

### Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, unpaid rent and damage to the unit; to keep the security and pet damage deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the tenants by way of registered mail sent on March 4<sup>th</sup>, 2011 at the forwarding address provided by the tenants. The tenants did not participate and the hearing proceeded in their absence.

At the outset, the landlord amended his application and stated that he withdrew his monetary claim of \$350.00 against the tenants for breaking the lease agreement.

### Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

### Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. Pursuant to a written agreement, the tenancy started on July 10th, 2010 as a fixed term, and month to month thereafter until the tenants moved out on February 15<sup>th</sup>, 2011. The rent was \$750.00 per month. The tenants paid a security deposit of \$375.00 and a pet damage deposit of \$200.00. The landlord provided copies of condition inspection reports completed at the start and the end of the tenancy.

The landlord testified that the tenants showed the landlord a bedbug that they claimed they had found in the unit and sealed it in a jar. The landlord stated that he received a notice to end tenancy on February 15<sup>th</sup>, 2011, and that the tenants left the same day. He stated that he had never had any reports of bedbugs in the building; in his documentary evidence, the landlord provided a pest control report dated February 21<sup>st</sup>, 2011 wherein only silverfish were found and the unit was treated accordingly.

The landlord stated that the tenants only removed large furniture. He said that clothes were left behind; food was left in the fridge; light bulbs needed to be replaced; and the unit required additional cleaning. He said that the unit was re-rented April 2011 and that he lost a month's rent for March 2011.

The landlord's updated monetary claim as follows:

- |                                 |          |
|---------------------------------|----------|
| - Maintenance/cleaning charges: | \$160.00 |
| - Loss of rental income:        | \$750.00 |
| - Total:                        | \$910.00 |

### Analysis

I accept the landlord's undisputed testimony that he served the tenants with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenants knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 45(1) of the Act states in part that a tenant may end a periodic 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 received the notice. Based on the available evidence, I find that the landlord is entitled to recover the loss of one month's rent caused by the tenant's failure to give proper notice. I also accept the landlord's evidence concerning the additional cleaning and find that he is entitled to recover the related maintenance cost.

### Conclusion

The landlord established a claim of \$910.00. I authorize the landlord to retain the tenants' \$575.00 combined security and pet damage deposits for a balance owing of \$335.00. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$385.00.

This Order may be registered in the 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: June 15, 2011.

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Residential Tenancy Branch