



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for unpaid rent; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail, for which the landlord testified that the tenant accepted and signed a Canada Post receipt for delivery on April 15th, 2011. The tenant did not participate and the hearing proceeded in the tenant's absence.

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 November 1st, 2009. The rent is \$846.24 and the tenant paid a security deposit of \$410.00. Condition inspection reports were completed at the start and the end of the tenancy.

In her documentary evidence, the landlord provided a copy of the tenant's notice to end tenancy; the notice was dated March 14th, 2011 and the landlord testified that the tenant moved out on March 30th, 2011. The landlord said that the rent cheque for April 2011 was returned from the bank "NSF". She said that the move-out inspection was done on March 30th, 2011 with the tenant and that the tenant signed the report, wherein she agreed that the general condition in which she left the unit was dirty.

The landlord made a monetary claim as follows:

- Outstanding rent for March 2011:	\$ 23.84
- Loss of rental income for April 2011:	\$ 846.24
- NSF bank fee:	\$ 25.00
- Carpet cleaning:	\$ 78.40
- Suite cleaning:	\$ 112.00
- Sub-Total:	\$1085.48

Analysis

I accept the landlord's undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant 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. The tenant did not comply with the Act when she left two weeks after giving notice; the tenant's earliest date to end this tenancy was April 30th, 2011. I find that the landlord is entitled to recover the loss of rental income for that month.

Section 37 of the *Residential Tenancy Act* provides in part that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged, except for reasonable wear and tear. I accept the landlord's testimony, which was supported by the condition inspection reports, that the tenant did not leave the unit in a state that meets the requirements of the Act and that the unit required additional cleaning. I find that the landlord is entitled to a monetary order as claimed.

Conclusion

The landlord established a claim of \$1085.48. I authorize the landlord to retain the tenant's \$410.00 security deposit for a balance owing of \$675.48. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee and pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$725.48.

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: July 22, 2011.

Residential Tenancy Branch