

DECISION

Dispute Codes OPB, OPR, MNR, MNDC, FF

Introduction

This is an application filed by the Landlord seeking an order of possession for unpaid rent and for breaching an agreement with the Landlord. The Landlord also seeks a monetary order for unpaid rent, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended the hearing and both have made detailed reference to the notice of hearing and evidence packages submitted by each other, I am satisfied that both have properly been served.

At the beginning of the hearing it was clarified by the Landlord that as the Tenant has vacated the rental that an order of possession is no longer required.

The Tenant has filed in their evidence a decision made by the Residential Tenancy Branch on File No. 780960. The Dispute Resolution Officer in that hearing dismissed the Landlord's application (order of possession and a monetary order for unpaid rent) without leave to reapply. The Landlord has made reference to loss of rental income for September 2011(\$1,123.00) and refers to the 10 day notice to end tenancy for unpaid rent dated September 9, 2011 with an effective date of September 19, 2011. That notice states rent of \$1,123.00 was due on September 1, 2011 and was unpaid. I find that this "loss of rental income" referred to by the Landlord is unpaid rent. As such, I find that the monetary request by the Landlord is in reference to the unpaid rent and not loss of rental income. The Landlord's monetary order request for this portion of the claim is dismissed as it has already been decided in RTB File No. 780960.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Background and Evidence

Both parties agreed that the Tenancy began on December 1, 2010 and ended on September 19, 2011. Both parties also agreed that the Landlord currently holds in trust a \$541.50 security deposit and a \$541.50 pet damage deposit.

The Landlord is seeking recovery of \$125.00 for professional carpet cleaning and \$180.00 for general cleaning and furniture removal and disposal. The Tenant has conceded that these costs are owed to the Landlord by him.

Analysis

As the Tenant has conceded the \$125.00 professionally carpet cleaning and \$180.00 general cleaning and furniture removal costs, totalling, \$305.00. The Landlord has established her claim for \$305.00.

The Landlord is entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$355.00 claim established from the security deposit held in full satisfaction of this claim.

Conclusion

The Landlord may retain \$355.00 from 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: January 24, 2012.

Residential Tenancy Branch