



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD
MND, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the tenant for return of the security deposit. The application by the landlord is for a monetary order for damages, a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is either party entitled to any of the above under the Act.

Background and Evidence

This tenancy began November 15, 2010 with monthly rent of \$550.00 and the tenant paid a security deposit of \$275.00.

The landlord testified that the tenant phoned the landlord on December 6, 2011 to advise the landlord that he would be vacating the rental property December 31, 2011. The landlord stated that on December 30, 2011 the landlord received a call from the tenant stating that he had vacated the rental unit and would the landlord come to complete a move out inspection. The landlord stated when the tenant called them they were not available and a new date had to be arranged. The landlords stated that they called the tenants cell phone at least 3 times to set up the move out inspection but that the tenant never responded back.

The landlords stated that they did not receive a forwarding address from the tenant until they received the notice of hearing documents in early February 2012; the tenant's agent confirmed this.

The landlords stated that when they completed the move out inspection they found that the suite required cleaning primarily due to the smoke and soot from the oven fire. The landlords stated that the blinds had to be cleaned, the oven was not cleaned, the floors

had not been cleaned and the carpets not shampooed. The landlord stated that they have had trouble renting the unit because of the burn marks up the side of the stove which were a result of the oven fire.

The tenant's agent acknowledged that the tenant had initially given notice to vacate by phone on December 6, 2011 and then provided the landlord written notice on December 10, 2011. The tenant's agent stated that he has been a landlord in the past and never required written notice from tenants.

The tenant's agent stated that the tenant had not been available to do the move out inspection with the landlord but that he had helped the tenant vacate and believed the rental unit to be in very good condition, better than at the start of the tenancy. The tenant's agent stated that the tenant had shampooed the bedroom carpet at the end of the tenancy and had shampooed the living room carpet during the tenancy but not at the end of the tenancy as he believed it to be acceptably clean. The tenant's agent stated that he had not checked the oven to verify if it had been cleaned.

The landlord in this application is seeking a loss of rental income for January 2012 due to the improper notice to vacate and \$280.20 in cleaning costs.

The landlord inquired if the tenant's agent could be named as a party in the application and this request was denied.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for loss and cleaning costs.

The landlord's move out condition inspection report establishes that cleaning was required in the rental unit when the tenant vacated and the landlord has submitted receipts for these expenses. It is also acknowledged that the tenant did not give the landlord proper notice to vacate per the Act and the landlord is entitled to the loss of rental income for January 2012.

Accordingly I find that the landlord is entitled to a monetary order for \$855.20.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$855.20 for loss and cleaning costs. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$275.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$630.20**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: March 29, 2012

Residential Tenancy Branch