



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, MNSD, MNR, MND, 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, the cost of cleaning and for the recovery of the filing fee. The landlord also applied to retain the security deposit.

The landlord testified that he served the tenant with the notice of hearing by registered mail, to the address provided by the tenant. The landlord filed a tracking slip. 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 loss of income, the cost of cleaning and the filing fee?

Background and Evidence

The landlord testified that the tenancy started on June 01, 2011. The monthly rent was \$800.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$400.00, a pet deposit of \$150.00 and a key deposit of \$100.00.

The landlord stated that on or about February 23, 2012, the caretaker noticed the tenant moving her personal belongings out of the rental unit and reported it to the landlord. The landlord contacted the tenant and shortly after, the tenant wrote a note to the landlord informing him that she was moving out at the end of February. Included in the note was the tenant's forwarding address.

The tenant moved to her new rental address without returning the keys to the landlord. The caretaker visited the tenant to retrieve the keys but the tenant refused to return them. The landlord had the locks changed and incurred a cost of \$65.68. The landlord filed a copy of the invoice.

The landlord stated that the tenant did not clean the unit prior to moving out and is claiming the cost of cleaning the carpet (\$120.00). The landlord had the unit cleaned and repaired after the tenant moved out and is claiming the loss of income that he suffered for March.

Analysis

Section 45 of the *Residential Tenancy Act*, states 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 receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the undisputed testimony of the landlord, I accept the landlord's evidence in respect of the claim. In this case the tenant did not give the landlord adequate notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of March 2012. Accordingly, I find that the landlord is entitled to **\$800.00**, which is the loss that he suffered.

I also find that the landlord is entitled to the cost of cleaning (**\$120.00**) and changing the locks (**\$65.68**). Since the landlord has proven his case, he is entitled to the recovery of the filing fee of **\$50.00**.

Overall the landlord has established a claim of \$1,035.68. I order that the landlord retain the security, pet and key deposits of \$650.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$385.68. This order may be filed in the Small Claims Court and enforced as an order of that Court.

.

Conclusion

I grant the landlord a monetary order of **\$385.68**.

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: May 04, 2012.

Residential Tenancy Branch