

DECISION

Dispute Codes MNR, MNSD, FF, MNDC

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant has also filed an application to have his security deposit returned. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Is the tenant entitled to the return of the security deposit?

Background and Evidence

The tenancy began on or about October 1, 2010. Rent in the amount of \$1400.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$700.00.

The landlord gave the following testimony; took over as property manager on March 14, 2012, on March 3, 2012 the tenant gave notice that they would be moving out on March 31, 2012, left the place dirty and had to have cleaners clean the unit, a condition inspection was done upon move in and move out however no copies were ever submitted for the hearing, was unable to re-rent the unit for April 2012, advertised online and in the local papers to attempt to rent the unit, feels that the tenant is liable for the costs of cleaning and the loss of rent for the month of April.

The tenant gave the following testimony; had verbally advised in January 2012 the previous property manager that he was looking for a unit and was attempting to move,

would notify them as soon as he found a place to give proper notice, found a new place and made attempts to contact the property manager by calling the number provided by her on February 27, 2012, multiple calls were made for the following days and visits to the onsite office, the tenant was unable to contact anyone, was unable to track down the previous property manager for this hearing, was unaware of how to give notice and is the reason for the multiple attempts at the end of February, and feels the return of the security deposit is justified.

Analysis

Section 88 of the Act clearly outlines the options available to serve a landlord documents. The Act specifies that a tenant may serve documents to a landlord to an address to which the person carries out business as a landlord. Both parties agree that this complex had an onsite office. The tenant could have posted on the door, left a copy in the mail box or mail slot, sent the notice by regular mail or registered mail to have the notice delivered on time; the tenant did not attempt any of these.

In the tenants own testimony he acknowledged that he delivered the notice to the onsite office on March 3, 2012 and his written notice reflects the same. Based on the tenants own testimony and documentation, he has not been able to satisfy me that proper notice was given and as a result dismiss the tenant's application in its entirety.

I am satisfied that the tenant did not provide proper notice and that the landlord is entitled to the recovery of loss of rent for the month of April 2012. I award the landlord \$1400.00.

The landlord is seeking the costs of carpet cleaning and general suite cleaning. The landlord did not provide any receipts to support her claim in this regard and I therefore dismiss this portion of her application.

As for the monetary order, I find that the landlord has established a claim for \$1400.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$700.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$750.00. This order may

be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$750.00. The landlord may retain 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: June 13, 2012.

Residential Tenancy Branch