



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNSD

Introduction

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed on August 14, 2012, however the respondent(s) did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$1030.00, and a request to retain the full security/pet deposit of \$800.00 towards the claim.

Background and Evidence

The applicant testified that:

- This tenancy began on August 1, 2011 with a monthly rent of \$800.00, and the tenant paid a \$400.00 security deposit, and the \$400.00 pet deposit.
- On July 4, 2012 the tenant faxed a Notice to End Tenancy stating that she would be vacating the rental unit by August 1, 2012, however since the tenant did not give the required one clear month notice, she was informed that she would also be responsible for August 2012 rent.
- They did not attempt to re-rent the unit for the month of August 2012, because the tenant stated that she would pay the rent for August 2012; however the rent cheque she provided was not honored by the bank.

- At the move-out inspection it was found that the tenant had left the carpets dirty and stained, had done insufficient cleaning, and her cats had damaged the drapes, and therefore at that time she agreed to deductions from her security deposit of \$205.00.

The applicant is therefore requesting an order as follows:

August 2012 rent	\$800.00
One hour of cleaning	\$45.00
Carpet cleaning	\$110.00
Drape damage	\$50.00
NSF cheque fee	\$25.00
Filing fee	\$50.00
Total	\$1080.00

Analysis

It is my finding that the tenant has agreed that the rental unit was in need of further cleaning, carpet cleaning, and that there was damage to the drapes, and therefore I allow those portions of the landlords claim.

I will not however allow the landlords claim for August 2012 rent. It is true that the tenant did not give the required one clear month Notice to End Tenancy, however the landlord still has an obligation to attempt to re-rent the unit and mitigate the loss. In this case the landlord testified that they made no attempt to re-rent the unit.

I will allow the NSF fee and recovery of the filing fee however.

Therefore the total amount of the claim that I have allowed is as follows:

One hour of cleaning	\$45.00
Carpet cleaning	\$110.00
Drape damage	\$50.00
NSF cheque fee	\$25.00
Filing fee	\$50.00
Total	\$280.00

Conclusion

I have allowed \$280.00 of the landlords claim, and I therefore order that the landlord may retain \$280.00 of the tenant's security/pet deposit. I have issued an order for the landlord to return the remaining \$520.00 to the tenant.

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: October 29, 2012.

Residential Tenancy Branch