

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The Tenant did not submit any documentary evidence. Both parties agreed that the Tenant was served on September 6, 2012 by Canada Post Registered Mail with the notice of hearing and submitted evidence and has provided the Customer Receipt Tracking No. in support. As such, I am satisfied that both parties have been properly served with the notice of hearing and submitted evidence package as deemed under the Act.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on April 1, 2011 on a fixed term tenancy ending on March 31, 2012 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$900.00 payable on the 1st of each month and a security deposit of \$450.00 was paid. A condition inspection report for the move-in was completed by both parties on April 1, 2011 and a move-out report was completed by the Landlord only on August 2, 2012. Both parties agreed that the Tenancy ended on August 2, 2012 when the move-out report was made. Both parties agreed that the Landlord received the Tenant's forwarding address in writing on August 23, 2012.

The Landlord is seeking a monetary order for \$1,000.00 which consists of \$900.00 for loss of rental income for August 2012 and \$100.00 for maintenance charges (cleaning). Both parties agreed that the Tenant gave notice to vacate on July 4, 2012 to end the tenancy on July 31, 2012. The Landlord states that the Tenant failed to do so and returned possession of the rental unit on August 2, 2012. The Tenant disputes the claim and states that he gave late notice because he felt that the rental building was unsafe for his partner and children to travel up and down the 4 flights of stairs. The Landlord states that since receiving notice to vacate the rental unit that daily ads are run

to re-rent the unit. The Landlord states that they showed the unit 4 times. The Tenant confirms this. The Landlord states that they were unable to re-rent the unit until September 1, 2012. The Landlord also states as noted on the incomplete "move-in/move-out/charge analysis" form that the Tenant left the stove, refrigerator and smoke detector dirty requiring cleaning. The Tenant confirms that the stove and refrigerator were left dirty.

Analysis

I find based upon the testimony of both parties with the documentary evidence submitted by the Landlord that the Tenant did fail to give 1 clear month of notice to vacate the rental unit. The Landlord did try to mitigate any losses by advertising the rental unit, but were unsuccessful in re-renting the unit until September 1, 2012. The Landlord has established a claim for the loss of rental income of \$900.00 for August 2012.

As for the \$100.00 maintenance charge being sought by the Landlord, the Tenant has has not disputed that the refrigerator and the stove required cleaning. The Tenant has also failed to comment on the missing smoke detector as well. Based upon the above undisputed facts, I find that the Landlord has established a claim for the \$100.00 being sought.

The Landlord has established a total monetary claim for \$1,000.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$450.00 security deposit currently held and I grant a monetary order under section 67 for the balance due of \$600.00. 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 \$600.00.
The Landlord may retain the \$450.00 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: November 06, 2012.

Residential Tenancy Branch