



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR, MNSD, FF

Introduction

This was an application by the landlord for a monetary order, and to retain the security deposit in partial satisfaction of any monetary award inclusive of the filing fee. The hearing was conducted by conference call. The style of cause is amended to reflect the proper spelling of the tenant's name.

The landlord participated in the hearing. The tenant did not attend although served with the application and Notice of Hearing sent by registered mail to a forwarding address provided by the tenant. The landlord provided proof of mail registration including the tracking number for the mail for service and evidence.

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amounts claimed?

Background and Evidence

The undisputed testimony and evidence of the landlord is that the tenancy started September 01, 2011 and ended August 27, 2012. Rent payable was \$1200.00 per month. At the outset of the tenancy the landlord collected a security deposit of \$600.00. At the start and end of the tenancy the landlord and tenant conducted an inspection and completed the requisite inspection report.

The landlord provided testimony and document evidence that the tenant provided the landlord with written Notice to End the tenancy on August 24, 2012. The landlord testified that the tenant had given the landlord verbal indications prior to the written notice that they would vacate at the end of August 2012. The landlord testified that these prior verbal notices were never sufficiently clear or sufficiently definitive for the landlord to place confidence in such notice and the landlord verbally told the tenant to provide written notice of their intent to vacate, and provided proof that they informed

the tenant to provide any notice to vacate in writing. The landlord claims that upon receiving written notice they did not have sufficient time to secure a new tenant for September 2012, therefore is claiming loss of revenue for September 2012, in the amount of \$1200.00.

In addition the landlord claims that at the end of the tenancy the mutual inspection revealed the tenant had left the unit in a state less than reasonably clean requiring additional cleaning before it could be re-rented. The landlord claimed cleaning costs of \$67.00 for general cleaning, \$95.00 for cleaning drapes, and carpet cleaning in the amount of \$110.00 in the sum amount of \$1472.00.

The landlord has provided evidence that the tenancy incurred a rent *credit* of \$100.00 to be offset from any award made herein.

Analysis

I accept the landlord's testimony and documentary evidence submitted as establishing that they incurred the amounts claimed for cleaning and that they are entitled to compensation for loss of revenue in the sum amount of \$1472.00. As the landlord holds a credit to the tenant of \$100.00, the landlord's entitlement is effectively mitigated to the reduced amount of \$1372.00. The landlord is entitled to recover the \$50 filing fee paid for their application for a total award of **\$1422.00**.

Conclusion

I Order that the landlord retain the deposit of \$600.00 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$822.00**. If necessary, this order may be filed in the Small Claims Court 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: November 19, 2012

Residential Tenancy Branch