



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD and FF

Introduction

By application of November 5, 2012, the landlord sought a monetary award for loss of rent, cleaning, refuse disposal, and recovery of the filing fee for this proceeding and authorization to retain the tenant's deposits in set off against the balance owed.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to monetary award for the claims submitted and in what amounts.

Background, Evidence and Analysis

This tenancy began on January 1, 2012 under a fixed term rental agreement set to end on December 31, 2012. Rent was \$818 per month and the landlord holds a security deposit of \$409 and garage door remote deposit of \$60 paid at the beginning of the tenancy.

The tenant gave late notice on October 1, 2012 that he would be vacating on October 31, 2012 to which the landlord replied reminding the tenant of his potential liability under the fixed term agreement if a new tenant could not be found and offering him the opportunity to withdraw the notice. The tenant did vacate at the end of October 2012.

The landlord submitted into evidence a copy of the rental agreement, move-in/move out condition inspection reports, photographs, and receipts for cleaning and refuse removal from the rental unit. The landlord also submitted proof of advertising efforts to find a new tenant to minimize the loss of rent.

The landlord's claims and my findings on each are as follows:

Loss of Rent. The landlord gave evidence that a new tenant had been found for the rental unit beginning on November 1, 2012 and withdrew the claim for loss of rent.

General cleaing - \$180. The tenant consented on the move-out condition inspection report that the landlord could retain this amount from is security and key fob deposit.

Carpet cleaning - \$110. As with the preceding item, the tenant agreed with this claim.

Garbage removal - \$90. The tenant also concurred with this claim.

Filing fee - \$50. As the landlord's application has succeeded on its merits, I find that he is entitled to recover the filing fee for this proceeding from the tenant.

Security deposit and key fob deposit – (\$409 + \$60). The tenant concurred on the move-out condition inspection report that the landlord could retain the deposits in set off against the landlord's claims.

Thus, I find that accounts balance as follows:

Tenant's Credits		
Security deposit (No interest due)	\$409.00	
Key fob deposit (retained with tenant's consent)	<u>60.00</u>	
Sub total	\$469.00	\$469.00
Award to landlord		
General cleaning	\$180.00	
Carpet cleaning	110.00	
Refuse rremoval	90.00	
Filing fee	<u>50.00</u>	
Sub total	\$430.00	<u>- 430.00</u>
TOTAL (balance to be returned to tenant)		\$ 39.00

Conclusion

The landlord is authorized to retain \$430.00 from the tenant's deposits.

The tenant's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for **\$39.00** for service on landlord for return of the unused balance of the deposits.

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: January 31, 2013

Residential Tenancy Branch

