



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Advent Real Estate Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary order and an order to retain the security deposit in partial satisfaction of the monetary order. The hearing was conducted by conference call. The landlord's representative called in and participated in the hearing. The tenant did not attend, although he was served with the application and Notice of Hearing sent by registered mail on January 14, 2013.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is an apartment in Burnaby. The tenancy began on December 1, 2011 for a one year term and thereafter month to month. The current rent at the end of the tenancy was \$2,375.00 payable on the first of each month. The tenant paid a security deposit of \$1,162.50 on November 23, 2011.

On December 5, 2012 the tenant gave written notice that he intended to move out of the rental unit on December 31, 2012. The landlord immediately advertised the rental unit and attempted to re-rent it but was unsuccessful in re-renting the unit for any part of January. The landlord has claimed January rent based on the tenant's failure to provide one month's written notice to end the tenancy as required by the *Residential Tenancy Act*. The landlord has also claimed the following:

- Carpet cleaning: \$224.00
- Suite cleaning: \$288.40
- Closet door repair: \$28.00
- Light bulb replacement: \$67.20

Total: \$2,982.60

Analysis and Conclusion

The tenant did not provide the required one month notice ending his tenancy. The landlord attempted to re-rent the unit, but was unsuccessful. I find that the landlord is entitled to recover rent for January based on the tenant's failure to provide notice. The landlord is also entitled to recover the cleaning and repair charges as claimed as well as the \$50.00 filing fee for this application for a total award of \$3,032.60. I order that the landlord retain the security deposit of \$1,162.50 in partial satisfaction of the award and I grant the landlord an order under section 67 for the balance of \$1,870.10. This order may be registered 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: April 10, 2013

Residential Tenancy Branch

