



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, MNSD, MND, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for loss of income, the cost of painting and cleaning and for the filing fee. The landlord also applied to retain the security deposit.

The landlord testified that he served the tenant with the notice of hearing by registered mail on May 17, 2013, to the address provided by the tenant. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for loss of income, the cost of cleaning and painting and the filing fee?

Background and Evidence

The landlord testified that the tenancy started on July 29, 2011 and ended on April 30, 2013. The monthly rent was \$850.00 payable on the last of each month. Prior to moving in, the tenant paid a security deposit of \$425.00 and a pet deposit of \$425.00.

The landlord testified that on April 28, 2013, he saw the tenant outside the rental unit with some of her belongings. She informed him that she was moving out and was having a yard sale. The landlord stated that the tenant did not give him notice to move out and upon learning of her plans, he advertised for a tenant for the month of May.

The landlord testified that the tenant moved out on April 30, 2013 and left the unit unclean and in need of some painting. The landlord filed a receipt for the cost of cleaning and is claiming \$225.00 for repair and painting the walls. The landlord also filed photographs that support the landlord's description of the condition of the unit.

The landlord found a tenant who moved in on May 25, 2013 and paid \$191.00 as rent for May. The landlord is claiming \$659.00 for the loss of rental income for May 2013.

Analysis

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement. Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence and find that the tenant did not give the landlord any notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of May 2013 in the amount of \$659.00. Accordingly, I find that the landlord is entitled to this amount.

The landlord has filed sufficient evidence by way of photographs and receipts to establish a claim of \$131.25 for cleaning and \$225.00 for repair and painting. Since the landlord has proven his case, he is also entitled to the filing fee of \$50.00.

Overall the landlord has established a claim of 1,065.25. I order that the landlord retain the security and pet deposits of \$850.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$215.25. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord may retain the entire amount of the security and pet deposits. In addition, I grant the landlord a monetary order of **\$215.25**.

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: August 20, 2013

Residential Tenancy Branch

