



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MNSD FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord attended the teleconference hearing but the tenant did not.

The landlord submitted evidence to establish that the tenant was served with the application for dispute resolution and notice of hearing by registered mail on May 14, 2013. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on May 19, 2013, and I proceeded with the hearing in the absence of the tenant.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on March 31, 2013. Rent in the amount of \$1050 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$525. The landlord stated that on April 27, 2013 the tenants called to tell the landlord that they had vacated the rental unit.

The landlord has claimed the following compensation: \$525 for half a month's rent for May 2013; \$300 for cleaning and carpet cleaning; and \$25 for unpaid hydro for April 2013.

### Analysis

Upon consideration of the evidence, I find as follows. I accept the evidence of the landlord that the tenant did not give proper notice to vacate, and the landlord could not reasonably have been expected to immediately re-rent the unit. I therefore find that the landlord is entitled to \$525 in lost revenue for the first half of May 2013.

The Residential Policy Guidelines indicate that tenants are expected to professionally clean carpets after a tenancy of one year. As this tenancy lasted for less than one month, I do not find it reasonable for the tenant to pay for carpet cleaning. Further, as the landlord did not provide a clear breakdown of cleaning costs separate from carpet cleaning costs, I dismiss the portion of the landlord's claim requesting \$300 for the combined costs of carpet cleaning and cleaning.

The tenancy agreement did not indicate whether or not hydro was included in the rent. I therefore decline to award the landlord the amount claimed for hydro.

As the landlord's claim was only partially successful, I decline to award recovery of the filing fee for the cost of the application.

### Conclusion

The landlord is entitled to \$525 in lost revenue. I order that the landlord retain the security deposit in full satisfaction of the claim.

The remainder of the landlord's application is dismissed.

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 22, 2013

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Residential Tenancy Branch