



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MALBOROUGH HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNSD, MNDC, 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, NSF fees, cost to clean the carpet and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The parties had attended a hearing on May 13, 2013 during which the issue of the return of the security deposit was dealt with.

Issues to be decided

Is the landlord entitled to a monetary order for loss of income, NSF fees, cost to clean the carpet and for the filing fee?

Background and Evidence

The tenancy started on October 21, 2012 for a fixed term ending on September 30, 2013. The monthly rent was \$1,099.00 due on the first of each month.

On March 11, 2013, the tenant gave the landlord notice to end the tenancy effective the March 15, 2013 and moved out on March 15, 2013. A move out inspection was conducted on March 16, 2013 and the tenant agreed to a deduction of \$50.00 from the security deposit towards carpet cleaning. The landlord filed a copy of an invoice in the amount of \$56.00 for cleaning done on March 16, 2013.

The landlord stated that she advertised the availability of the unit the next day after she received the tenant's notice to end the tenancy. The landlord filed evidence that supports her testimony. The advertisement appeared on a popular website on March 12, 2013.

On March 12, 2013, there were three showings and the building manager attended two of them. The tenant stated that prior to her moving out; there were at least five showings.

The tenant referred to a letter from the landlord in which the landlord asked the tenant to remove her advertisement from the website to eliminate confusion resulting from two different advertisements for the same rental unit. The landlord stated that she continued to actively advertise the availability of the rental unit and despite several showing was unsuccessful in finding a tenant for April 2013. A new tenant was found for May 01, 2013.

The landlord is also claiming \$ 32.00 for NSF and bank charges for the rent cheque for April that was returned to her.

The landlord is claiming the following:

1.	Loss of income for April 2013	\$1,099.00
2.	Carpet cleaning	\$56.00
3.	NSF and bank fees	\$32.00
4.	Filing fee	\$50.00
	Total	\$1,237.00

Analysis

Section 45(2) of the *Residential Tenancy Act* states that a tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that:

- (a) Is not earlier than one month after the date the landlord receives the notice
- (b) Is not earlier than the date specified in the tenancy agreement as the end of the tenancy and
- (c) Is the day before the day in the month on which the tenancy is based that rent is payable under the tenancy agreement.

In this case, the tenant was in a fixed term tenancy ending September 30, 2013. Rent was due on the first of each month. On March 11, 2013, the tenant gave notice to end the tenancy effective the March 15, 2013. Accordingly, I find that the tenant did not give the landlord adequate notice to end the tenancy. The landlord mitigated her losses by advertising the availability of the rental unit and conducting multiple showings, but was unsuccessful in finding a tenant for April, thereby causing the landlord to suffer a loss of income in the amount of \$1,099.00.

Based on the testimony of both parties, I find that the landlord is entitled to her claim of \$1,099.00.

The tenant agreed to a deduction for carpet cleaning and the landlord filed a receipt for the cost of doing so. Accordingly, I award the landlord \$56.00 for carpet cleaning.

The tenancy ended on March 15, 2013 and therefore the landlord was not authorized to cash the rent cheque for April 2013. Accordingly, I dismiss the landlord's claim for NSF and bank fees.

Since the landlord has proven her claim, she is entitled to the recovery to the filing fee of \$50.00.

Overall the landlord has established a claim as follows:

1.	Loss of income for April 2013	\$1,099.00
2.	Carpet cleaning	\$56.00
3.	NSF and bank fees	\$0.00
4.	Filing fee	\$50.00
	Total	\$1,205.00

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$1,205.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$1,205.00**.

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: September 04, 2013

Residential Tenancy Branch

