



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NACEL PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MNSD, MNDC, 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, cost of cleaning 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.

Issues to be decided

Is the landlord entitled to a monetary order for loss of income, cleaning costs and for the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on April 01, 1997. The monthly rent was \$1,460.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$555.00.

On June 02, 2013 the tenant gave verbal notice and then provided written notice to end the tenancy on June 26, 2013. The tenant moved out on July 02, 2013. The landlord stated that she suffered a loss of income for July and found a tenant for August 2013. The landlord is claiming the loss of income for July in the amount of \$1,460.00.

The landlord stated that the tenant left the unit in a very dirty condition and filed photographs to support her testimony. The tenant stated that he cleaned the unit "mildly". The landlord also stated that the tenant's two dogs left the carpet in a stained and dirty condition and it had to be cleaned twice to restore it to a clean condition. The landlord filed invoices for cleaning of the unit and for cleaning the carpet in the amount of \$180.00 and \$280.00 respectively.

The tenant argued that some of the stains were due to a leak and the landlord agreed that there was a leak in the unit approximately four years ago.

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 testimony of both parties, I accept the landlord's evidence in respect of the claim. In this case the tenant did not give the landlord adequate notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of July 2013. Accordingly, I find that the landlord is entitled to \$1,460.00.

Based on the testimony of both parties and the photographs, I find that the landlord is entitled to her claim of \$180.00 for cleaning the unit. However, since the carpets stains were partially due to the ceiling leak, I award the landlord half her claim of \$280.00 to clean the carpet. Since the landlord has proven her claim, she is also entitled to the recovery to the filing fee of \$50.00.

Overall the landlord has established a claim for \$1,460.00 for loss of income, \$180.00 for the cost of cleaning, \$140.00 for the cost of cleaning the carpet and \$50.00 for the filing fee for a total of \$1,830.00.

I order that the landlord retain the security deposit of \$555.00 and the accrued interest of \$71.87 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 \$1,203.13. 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 **\$1,203.13**.

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: October 16, 2013

Residential Tenancy Branch