



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MND, MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent; a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenant's security deposit; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on September 12, 2013. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?

- Is the landlord entitled to a Monetary Order for damage to the unit?
- Is the landlord permitted to keep all or part of the security deposit?

### Background and Evidence

The landlord testifies that this tenancy started on January 01, 2013 for a fixed term of three months and then reverted to a month to month tenancy. Rent for this unit was \$595.00 per month and was due on the first day of each month. The tenant paid a security deposit of \$297.50 on December 27, 2012.

The landlord testifies that the tenant gave written notice to end the tenancy on April 17, 2013 which gave an effective date to end the tenancy as April 30, 2013. The tenant vacated the unit on that date and the landlord was unable to re-rent the unit until September 01, 2013 despite advertising the unit from April 18, 2013. The landlord seeks to recover a loss of rental income for May, 2013 of \$595.00.

The landlord testifies that a move in and a move out condition inspection of the unit was conducted in the presence of the tenant at the start and end of the tenancy. It was noted at the move out inspection that the suite had not been cleaned; the tenant had informed the landlord that he did not own a vacuum cleaner and had never vacuumed the carpets. The carpets suffered from a lack of cleaning and had an odour and minor staining. There was a damaged blind that was replaced and furniture and garbage had not been removed. The tenant signed the move out inspection report and agreed that the report fairly represented the condition of the unit. The tenant also signed the security deposit statement agreeing the landlord could keep \$595.00 for a loss of rent for May; \$45.00 to clean the suite; \$105.00 for carpet cleaning; \$60.00 for the replacement blind; and \$85.00 to remove the garbage and furniture. The landlord testifies that the actual cost of the carpet cleaning was only \$80.00 after the work was completed. The total amount for the work was \$865.00.

The landlord seeks a Monetary Order to recover the adjusted amount of \$567.50 after the security deposit was been taken off and seeks to recover the 50.00 filing fee.

### Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlords documentary evidence and sworn testimony before me.

I refer the parties to section 45(1) of the Residential Tenancy Act which 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, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

With this in mind, it is my decision that the tenant failed to provide proper notice to end the tenancy as the notice given was provided to the landlord on April 17, 2013 and the tenancy ended on April 30, 2013. Consequently the landlord was unable to re-rent the unit for the month of May, 2013 and is therefore entitled to a loss of rental income for May of \$595.00.

The landlord has provided a copy of the inspection reports which detail the cleaning, the dirty carpet, the broken blind and the items of furniture and garbage discarded. The landlord has also provided a copy of the security deposit statement in which the tenant has agreed in writing that the landlord may keep the security deposit of \$297.50 and agrees to pay the excess amount of \$592.50 for the unpaid rent for May, the damage and the cleaning. The landlord has since adjusted their claim for the carpet cleaning costs as they came in lower than originally quoted therefore, I am satisfied that the landlord has established a claim for a Monetary Order to recover the balance of costs

incurred after the security deposit has been deducted of **\$567.50** pursuant to section 67 of the *Act*.

As the tenant has agreed in writing that the landlord may keep the security deposit I am not required to issue an Order allowing the landlord to retain the security deposit as the *Residential Tenancy Act* permits the landlord to retain all or part of a security deposit if the tenant has agreed in writing that the landlord may do so.

I find the landlord may recover the filing fee of **\$50.00** from the tenant pursuant to section 72(1) of the *Act*.

### Conclusion

I HEREBY FIND in favor of the landlord's amended monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$617.50**. The Order must be served on the respondent. Should the respondent fail to comply with the Order, the Order may be enforced through the Provincial Court 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: December 23, 2013

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Residential Tenancy Branch

