



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      MNR, MNDC, MNSD

### Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement.

A representative for the landlord attended the teleconference hearing and gave evidence, however the tenant did not attend. The landlord gave evidence that she served the tenant with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on April 8, 2014. I find the tenant was properly served.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord gave evidence that the month-to-month tenancy agreement obligated the tenant to pay rent of \$575.00 and a security deposit of \$287.50.

The landlord gave evidence that the tenant gave notice on September 12, 2013 that he would be moving out on October 31, 2013. However, the tenant then told the building manager that he would be moving out on September 30, 2013.

The landlord's evidence is that the tenant did move out on September 30, 2013 and did not pay rent for October 2013. The landlord says they advertised the unit, but were not able to place new tenants in the rental unit until October 15, 2013. The landlord claims a loss of rental income of \$287.50 caused the tenant's late notice and failure to pay October 2013 rent.

The landlord also gave evidence that the tenant did not clean the apartment adequately before he moved out, and the carpets were badly stained. As a result, the landlord incurred costs of \$115.50 for carpet cleaning and \$46.50 for suite cleaning. The landlord provided copies of receipts for these costs.

### Analysis

I accept the undisputed evidence of the landlord. I find the tenant failed to comply with Section 45(1), requiring a full month's notice to end a periodic tenancy. As a result, the landlord incurred a rental loss of \$287.50. I find the landlord met their duty to mitigate their loss by showing the suite to prospective tenants in late September. For these reasons, I find the landlord is entitled to compensation of \$287.50 for lost rental income.

I also accept the landlord's evidence that the suite required cleaning and the landlord incurred costs of \$162.00 for suite cleaning and carpet cleaning. I find the landlord is entitled to compensation for these costs from the tenant.

The total amount due the landlord is \$449.50. I grant the landlord a monetary order for that amount. 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 for \$449.50.

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 15, 2014

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Residential Tenancy Branch

