



# 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      FF, MND, MNDC, MNR, MNSD

### Introduction

This is an application for a Monetary Order for \$1763.26, and a request to retain the full security deposit of \$525.00 towards the claim.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Has the applicant established a monetary claim against the respondents, and, if so, in what amount?

### Background and Evidence

The applicant testified that:

- The tenant did not give the required one clear month Notice to End Tenancy, and as a result they are claiming one month rental revenue. Notice was received on March 4, 2014, and the tenant vacated on March 31, 2014.
- She does not know whether or not the unit was re-rented for the month of April 2014.
- At the end of the tenancy the tenant agreed to pay \$40.00 for carpet cleaning, \$90.00 for cleaning, and \$260.00 for repairs, and stated on the move out inspection report that the landlords could keep \$390.00 to cover these costs.

- The tenants were also responsible for the City of New Westminster electricity bill, however at the end of the tenancy there was an outstanding bill of \$298.26.
- They are therefore requesting a Monetary Order as follows:

|                                |           |
|--------------------------------|-----------|
| One month rent for late notice | \$1075.00 |
| Carpet cleaning                | \$40.00   |
| Cleaning                       | \$90.00   |
| Repairs                        | \$260.00  |
| Electrical utility             | \$298.26  |
| Filing fee                     | \$50.00   |
| Total                          | \$1813.26 |

They request that they be allowed to retain the full security deposit of \$525.00, and request a Monetary Order be issued for the difference.

The tenant testified that:

- They originally gave their Notice to End Tenancy on February 27, 2014, slipped under the door of the office.
- The landlord subsequently informed them they had not found that notice, and therefore a second notice was given on March 4, 2014. They therefore do not believe they should be held liable for any further rent.
- They did sign an agreement on the move out inspection report allowing the landlord to keep \$390.00 for cleaning and repairs however they now believe it's unreasonable.
- They do not dispute the claim for outstanding utilities as they were responsible for the utilities in the rental unit.

### Analysis

It is my finding that the landlords have not established a claim for any further rent, as the landlord has been unable to provide any evidence to show that they suffered any lost rental revenue as a result of the alleged late Notice to End Tenancy.

I will however allow the remainder of the claim.

The tenant admits that they signed an agreement for the landlord to keep \$390.00 for cleaning and repairs and it is my finding that they are bound by that agreement.

The tenant stated at the hearing that they are liable for the electrical utility bill.

Since I have allowed a large portion of the landlords claim, I also allow the claim for recovery of the filing fee.

Therefore the total amount of the claim that I have allowed is as follows:

|                    |          |
|--------------------|----------|
| Carpet cleaning    | \$40.00  |
| Cleaning           | \$90.00  |
| Repairs            | \$260.00 |
| Electrical utility | \$298.26 |
| Filing fee         | \$50.00  |
| Total              | \$738.26 |

### Conclusion

I have allowed \$738.26 of the landlords claim, and therefore pursuant to Section 38 of the Residential Tenancy Act I order that the landlords may retain the full security deposit of \$525.00, and pursuant to Section 67 of the Residential Tenancy Act I have issued a Monetary Order in the amount of \$213.26.

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 18, 2014

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Residential Tenancy Branch

