



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AL STOBBER CONSTRUCTION LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND, MNR, MNSD, 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, for the 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.

The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issues to be decided

Is the landlord entitled to a monetary order for loss of income, for the cost of cleaning and for the recovery of the filing fee?

Background and Evidence

The tenancy started on January 01, 2015 and ended on March 31, 2015. The monthly rent at the end of the tenancy was \$720.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$360.00.

On March 09, 2015, the tenant gave the landlord written notice to end the tenancy effective March 31, 2015. The tenant testified that he moved out on or about the middle of March. Prior to moving out, a move out inspection was conducted by both parties on March 10, 2015. A copy of the move in/ move out inspection report was filed into evidence.

The tenant signed the move out inspection but testified that at the time he signed it, he did not agree with the deductions the landlord intended to make.

The landlord has applied for the cost of cleaning the unit and for shampooing the carpet in the total amount of \$100.00. The landlord has filed invoices to support her claim.

The tenant agreed that he had not cleaned the stove and the refrigerator, but stated that he had left them in a reasonably clean condition. The move out inspection report indicates that these items and the carpet needed cleaning.

The landlord stated that she advertised the availability of the rental unit but was unable to find a tenant for April 01, 2015.

The tenant also provided the landlord with a forwarding address in writing on the move out inspection report, on March 10, 2015. The landlord made application to retain the deposit on May 13, 2015.

The landlord is claiming the following:

1.	Loss of income	\$720.00
2.	Cleaning services	\$40.00
3.	Carpet cleaning	\$60.00
4.	Filing fee	\$50.00
	Total	\$870.00

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 April 2015. Accordingly, I find that the landlord is entitled to \$720.00, which is the loss that the landlord suffered.

Based on the testimony of both parties and the documents filed into evidence by the landlord, I find that tenant did not fully clean the unit and accordingly, I award the landlord the cost of cleaning the unit and the carpet in the amount of \$40.00 and \$60.00 respectively.

The landlord has proven her claim and therefore I award her the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of **\$870.00**.

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

In this case, the tenant gave the landlord his forwarding address on March 10, 2015 and moved out of the unit on or about March 15, 2015. I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the deposit.

The landlord currently holds \$360.00 for a security deposit. Accordingly, the landlord must return \$720.00 to the tenant.

The tenant has established a claim for **\$720.00**.

I will use the offsetting provisions of section 72 of the *Act* to grant the landlord a monetary order in the amount of \$150.00 which consists of difference between the established entitlements of the parties.

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$150.00. 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 **\$150.00**.

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: October 21, 2015

Residential Tenancy Branch

