



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MNDC, MNSD, MND, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for the loss of income, for the cost of cleaning and painting and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord sent the notice of hearing to the tenant by registered mail on November 20, 2015, to the forwarding address provided by the tenant and filed a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was 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, for the cost of painting and cleaning and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on September 16, 2014. The monthly rent was \$1,050.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$525.00.

On October 29, 2015, the tenant gave the landlord written notice to end the tenancy and moved out on November 02, 2015. The landlord found a tenant for November 10, 2015. The landlord is claiming the loss of income she suffered for 10 days in November.

A move out inspection was carried out on November 05, 2015 in the presence of the tenant and a report was filed into evidence. The tenant did not agree with the report and refused to sign it. On November 17, the tenant provided the landlord with a forwarding address. The landlord made this application on November 19, 2015

The landlord also filed photographs and receipts into evidence to support her claim for the following:

1.	Loss of income	\$315.00
2.	Carpet cleaning	\$99.75
3.	Cleaning of the appliances and windows	\$48.00
4.	Painting	\$124.02
5.	Filing fee	\$50.00
	Total	\$636.77

Analysis

1. Loss of income \$315.00

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 first 10 days of November 2015. Accordingly, I find that the landlord is entitled to \$315.00, which is the loss that she suffered.

2. Carpet cleaning - \$99.75

The landlord stated that the tenant was required to have the carpets professionally cleaned and to provide a receipt to the landlord. The landlord testified that the tenant failed to do both and therefore the landlord had the carpets cleaned and filed a receipt into evidence. I find that the landlord is entitled to her claim.

3. Cleaning of appliances and windows - \$48.00

The landlord filed photographs that indicate that the appliances were not cleaned and filed a receipt to support her claim. I find that the landlord is entitled to her claim.

4. Painting - \$124.02

The landlord filed photographs that show some damage that is more consistent with wear and tear than deliberate damage. I find that the landlord must bear the cost of touching up the paint on the walls.

5. Filing fee - \$50.00

The landlord has proven her case and therefore is entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim as follows:

1.	Loss of income	\$315.00
2.	Carpet cleaning	\$99.75
3.	Cleaning of the appliances and windows	\$48.00
4.	Painting	\$0.00
5.	Filing fee	\$50.00
	Total	\$512.75

The landlord currently holds a security deposit of \$525.00. I order that the landlord retain \$512.75 from the security deposit in full satisfaction of the claim and return the balance of \$12.25 to the tenant.

Residential Tenancy Policy Guideline 17 provides policy guidance with respect to security deposits and setoffs; it contains the following provision: The arbitrator will order the return of a security deposit, or any balance remaining on the deposit, less any deductions permitted under the Act as applicable, whether or not the tenant has applied for arbitration for its return. Accordingly I so order and I grant the tenant a monetary order in the amount of \$12.25. This order may be registered in the Small Claims Court and enforced as an order of that court.

Conclusion

I grant the tenant a monetary order in the amount of **\$12.25**.

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: June 17, 2016

Residential Tenancy Branch