



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This was a hearing with respect to the landlords' application for a monetary award and for an order to retain the tenant's security deposit in partial satisfaction of the monetary claim. The hearing was conducted by conference call. The landlords called in and participated in the hearing. The tenant did not attend although he was served with the application and Notice of Hearing by registered mail sent on November 21, 2015.

Issue(s) to be Decided

Are the landlords entitled to a monetary award and if so, in what amount?

Are the landlords entitled to retain all or part of the security deposit?

Background and Evidence

The rental unit is a duplex apartment in Campbell River. The landlord testified that the tenancy proceeded by a series of fixed term tenancy agreements. There were five such agreements for varying periods of time. The last of these agreements was for a fixed term commencing August 1, 2015 and ending January 31, 2016. The agreement required the tenant to move out at the end of the fixed term.

The landlord testified that the tenant did not give proper notice and moved out at the end of October, 2015. The tenant returned to the rental unit and removed some of his belongings after October 31st. He met with the landlords and participated in a move-out condition inspection on November 2, 2015. At the time of the inspection he agreed in writing that the security deposit would be applied to pay for carpet cleaning, suite cleaning and applied towards lost rental income.

The landlord said that the tenant later sent an e-mail purporting to revoke his permission to apply the deposit to the cost for cleaning and lost rental income.

After the landlords received the tenants' forwarding address they filed this application for dispute resolution. The landlords testified that the carpets were not cleaned at the end of the tenancy and the rental unit required cleaning. The landlords provided a copy

of a receipt for carpet cleaning in the amount of \$94.50 and a receipt for cleaning the rental unit in the amount of \$127.00.

Because the tenant did not give proper notice the landlords were unable to re-rent the unit for any part of November. They re-rented the unit commencing December 1, 2015 and they have claimed loss of rental income for November in the amount of \$700.00.

Analysis

I find that the landlords are entitled to recover the costs of cleaning and carpet cleaning in the total amount of \$221.50 as claimed. The landlords are also entitled to recover loss of rental income for November in the amount of \$700.00. They are entitled to recover the filing fee paid for their application in the amount of \$50.00, but the landlords are not entitled to claim other amounts, such as the cost of registered mail or amounts for time taken from work to attend the hearing. The total amount awarded to the landlords inclusive of the filing fee is the sum of \$971.50. I order that the landlords retain the \$350.00 security deposit in partial satisfaction of this award and I grant the landlords an order under section 67 for the balance of \$621.50. This order may be registered in the Small Claims Court and enforced as an order of that court

Conclusion

The landlords claim has been allowed in the amount stated.

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 16, 2016

Residential Tenancy Branch