



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNR, MNSD

Introduction

This is an application brought by the Landlord requesting a monetary order be issued against the respondent.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on January 4, 2017, to the forwarding address provided by the tenants agent/son on the last day of the tenancy; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing, and therefore it is my finding that the respondent has been properly served with notice of the hearing, and I conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that, the tenant paid a security deposit of \$340.00 on March 5, 2016.

The applicant testified that, this tenancy began on April 1, 2016, with a monthly rent of \$680.00, due on the first of each month.

The applicant further testified that the tenant vacated the rental unit on November 24, 2016 without giving the required one clear month Notice to End Tenancy. He further states he did not receive the notice in writing until the date the tenant moved out.

The landlord further testified that, even though he attempted to re-rent the unit, he was unable to do so for the month of December 2016, and therefore lost the full rental revenue of \$680.00.

The landlord further testified that on the moveout inspection report the landlords agent/son agreed to allow the landlord to keep \$50.00 for carpet cleaning.

The landlord further testified that, even though the tenant had vacated the unit in November of 2016, he still attempted to cash the rent cheque for December 2016; however it was not honored by the bank, and therefore he is requesting \$25.00 for a dishonored cheque.

Landlord further requests an order for recovery of the \$100.00 filing fee.

The applicant is therefore requesting a total order as follows:

December 2016 lost rental revenue	\$680.00
Carpet cleaning	\$50.00
Dishonored cheque fee	\$25.00
Filing fee	\$100.00
Total	\$855.00

The landlord further requests an order to retain the full security deposit of \$340.00 towards this claim and requests that a monetary order be issued for the difference.

Analysis

It is my finding that the tenant did not give the required one clear month Notice to End Tenancy and therefore, since the landlord was unable to re-rent the unit for the month of December 2016, I will allow the landlords claim for the loss rental revenue of \$680.00.

The landlord has provided a copy of the moveout inspection report that clearly shows that the tenant's agent/son agreed to a \$50.00 deduction for carpet cleaning, and I therefore allow that portion of the claim.

I will not, however, allow the landlords claim for the dishonored cheque fee, because the tenant had vacated the rental unit in November 2016, and therefore, the landlord should not have been attempting to cash a rent cheque for December 2016 as the tenancy was over. The proper course of action for the landlord should have been to apply for dispute resolution for an order for lost rental revenue for the month of December 2016, which he subsequently did once the cheque was not honored by the bank.

Having allowed the majority of the landlord's claim, I will allow the request for recovery of the filing fee.

Therefore, pursuant to section 62 of the Residential Tenancy Act, I allow the following amounts:

December 2016 lost rental revenue	\$680.00
Carpet cleaning	\$50.00
Filing fee	\$100.00
Total	\$830.00

Conclusion

I have allowed \$830.00 of the landlords claim and the remaining \$25.00 is dismissed without leave to reapply. I therefore allow the landlord to retain the full security deposit of \$340.00, and I have issued a monetary order for the respondent to pay \$490.00 to the applicant.

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 21, 2017

Residential Tenancy Branch