

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes: *MNR, MNSD, FF*

Introduction

This hearing dealt with applications by both the Landlord and the tenant pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for loss of income and the filing fee. The tenant applied for the return of double his security deposit.

Despite having applied for dispute resolution, 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 loss of income and the filing fee? Is the tenant entitled to double the security deposit?

Background and Evidence

The landlord testified that the tenancy started on June 01, 2008. A move in inspection was conducted. The monthly rent was \$540.00 due in advance on the first day of the month. Prior to moving in, the tenant paid a security deposit of \$270.00. On February 03, 2009, the tenant gave the landlord notice to end the tenancy and moved out on March 01, 2009. A move out inspection was conducted and the landlord found grease stains on the carpets of two rooms. The tenant refused to sign the move out inspection report.

The landlord incurred an expense of \$126.00 to have the carpets professionally cleaned and has filed an invoice in this amount. The landlord deducted this amount from the security deposit and returned the balance to the tenant, along with the accrued interest. The tenant gave the landlord his forwarding address in writing on February 26, 2009 and received his security deposit minus the carpet cleaning charges on March 09, 2009. The tenant filed an application to recover double the security deposit.

The landlord was unable to find a tenant for the month of March and incurred a loss of income. The landlord applied to recover the loss of income that he suffered in the amount of \$540.00 and \$50.00 for the filing fee.

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 undisputed sworn testimony of the landlord, 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 March 2009. Accordingly, I find that the landlord is entitled to **\$540.00**, which is the loss that he suffered. Since the landlord has proven his case, I find that he is also entitled to the recovery of his filing fee, in the amount of **\$50.00**.

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of **\$590.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order in the amount of **\$590.00**. Since the tenant did not attend the hearing, his application is hereby dismissed in its entirety.

Dated July 06, 2009.

Dispute Resolution Officer