

Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This was the hearing of applications by the landlord and by the tenant. The landlord applied for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. the tenant applied for the return of his deposit, including double the amount. The hearing was conducted by conference calls. The landlord's representatives and the tenant participated in the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary order and if so in what amount?
Is the landlord entitled to retain the security deposit?
Is the tenant entitled to the return of his security deposit, including double the amount of the deposit?

Background and Evidence

The rental unit is an apartment in North Vancouver. The tenancy began on April 1, 2010 on a month to month basis. The initial monthly rent was \$787.00 payable on the first of each month. The tenant paid a security deposit of \$393.50 on February 16, 2010.

On June 15, 2011 the tenant gave notice that he intended to move out of the rental unit on June 25th. The tenant returned the keys and participated in a condition inspection with the landlord's representative on June 27, 2011. After the tenant moved out the landlord attempted to negotiate the tenant's psot dated cheque in payment of July's rent, but the tenant had stopped payment on the cheque and it was returned "NSF".

The landlord succeeded in re-renting the unit commencing July 16, 2011. The landlord received rent for July in the amount of \$415.52. The landlord submitted its application for dispute resolution on July 13, 2011. The landlord has claimed the following"

Carpet cleaning:

\$70.00

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•	Drape cleaning:	\$53.20
•	Apartment cleaning:	\$64.00
•	Broken light replacement:	\$50.00
•	Loss of revenue July:	\$389.48
•	Late charge July:	\$25.00
•	NSF charge:	\$32.50

The tenant filed an application on September 20, 2011 to claim the return of his deposit, including double the amount of the deposit.

Analysis and conclusion

The landlord submitted its application for a monetary order and an order to retain the security deposit within 15 days of the end of the tenancy as required by section 38 of the *Residential Tenancy Act*; there is no basis for the tenant's claim for payment of his deposit including double the amount. The tenant's claim is dismissed without leave to reapply.

I find that the landlord is entitled to all of the amounts claimed except for a late charge and an NSF charge with respect to the July rent payment. The landlord had the right to claim loss of revenue for July, but without the tenant's express permission it did not have the right to negotiate the cheque in payment of July rent. I award the landlord the sum of \$626.68. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$676.48. I order that the landlord retain the tenant's security and key deposit totalling \$403.50 in partial satisfaction of this award and I grant the landlord a monetary order under section 67 for the balance of \$273.18. This order may be registered in the Small Claims Court and enforced as an order of that court.

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 05, 2011.		
	Residential Tenancy Branch	