

- 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