



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This was a hearing with respect to applications by the landlord and by the tenant. The landlord applied for a monetary award and an order to retain the tenant's security deposit. The tenant applied for the return of her deposit. The hearing of the applications was conducted by conference call. The landlord called in at the appointed time. The tenant did not call in or participate in the hearing although she received notice of the landlord's application and although this was the hearing of her own application. In the absence of an appearance by the tenant, her application for the return of the security deposit is dismissed.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Is the landlord entitled to retain the security deposit?

Background and Evidence

The rental unit is a basement suite in the landlord's house in Maple Ridge. The tenancy began November 1, 2013. The monthly rent was \$750.00 and the tenant paid a combined security deposit and pet deposit of \$750.00 on October 15, 2013.

The landlord testified that the tenant gave her a notice by e-mail on March 9, 2014 stating that she would move out on April 1, 2014. The landlord submitted photographs of the rental unit and she provided a form of condition inspection report. The landlord testified that the tenant did not properly clean the unit at the end of the tenancy. She caused damage to the walls with excessively large holes and marks and the new carpet was damaged by the tenant's cats. The landlord testified that she took steps to market the rental unit to new tenants as soon as she received the tenant's notice, but she was unable to secure a new tenant until May. The landlord claimed loss of revenue for the month of April. She claimed \$140.00 for cleaning, \$210.00 for the repair of the carpet and \$37.48 for paint supplies to refinish the wall damaged by the tenant.

The landlord said that she received the tenant's forwarding address sent by a text message on April 16, 2014. The landlord commenced her claim to retain the deposit on April 29, 2014.

Analysis

The *Residential Tenancy Act* requires a tenant to provide the landlord with at least one month's written notice that she intends to move out of the rental unit. The tenant failed to provide the required notice and I accept the landlord's testimony that she took reasonable efforts to attempt to re-rent the unit in an effort to mitigate her potential loss of revenue. I find that the tenant is responsible for the loss of revenue for April in the amount of \$750.00. I find that the landlord is entitled to compensation for necessary cleaning at the end of the tenancy, but based on the evidence supplied I find that the amount of \$140.00 claimed is excessive. For the landlord's time spent on cleaning I award the sum of \$75.00. I allow the landlord's claim for carpet repair in the amount of \$210.00 and I allow the claim for paint supplies in the amount of \$37.48. The total award to the landlord is the sum of \$1,072.48.

Conclusion

The tenant's application is dismissed without leave to reapply. The landlord has been granted a monetary award in the amount of \$1,072.48. She is entitled to recover the \$50.00 filing fee for her application, for a total award of \$1,122.48. I order that the landlord retain the security and pet deposits that she holds in the amount of \$750.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$372.48. 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: September 19, 2014

Residential Tenancy Branch

