



# **Dispute Resolution Services**

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

## **DECISION**

**Dispute Codes:** MNSD, MNR, FF

### **Introduction**

This application was brought by the landlord seeking a Monetary Order for loss of rent on the grounds that the tenant moved out without giving notice. The landlord also seeks authorization to retain the security deposit in set off and to recover the filing fee for this proceeding.

### **Issue(s) to be Decided**

This application requires a decision on whether the landlord has proven that the tenant moved out without giving proper notice and whether the landlord is entitled recover the rent for July 2008 by way of a Monetary Order and retention of the security deposit.

### **Background and Evidence**

This tenancy began April 15, 2008. Rent was \$1,600 per month and the landlord holds a security deposit of \$800 paid on April 15, 2008.

During the hearing, the landlord gave evidence that he attended the rental unit on July 9, 2008 and found the house had been vacated. He stated that he had not received written notice and that he had been unable to have a new tenant move in until August 15, 2008. The house is currently listed for sale.

The tenant states that he had advised the landlord in late May of his intention to move out in mid July. He states that he offered written notice but the landlord said it was not necessary.

The tenant stated that when he moved in, the landlord had advised him of his intention to tear the building down in the summer, but the landlord stated that he had assured the tenant that he would receive adequate notice before that happened.

The tenant gave further evidence that throughout the tenancy, the rental unit had suffered a rat infestation. He had engaged a pest control company to deal with the rats and had been reimbursed by the landlord. He gave further evidence that a pest control technician had arrived at the home as he was moving out, but he did not admit him.

The tenant claimed loss of food and clothing and damage to his furnishings caused by the rats.

He said that there had also been a problem with the refrigerator freezer and, on the landlord's advice, he had replaced the refrigerator, but the landlord did not reimburse him for it and he took it when he moved.

The tenant submitted letters from two other parties attesting to much of his evidence including his verbal notice to the landlord, but the landlord contests the veracity that evidence. The landlord agrees, however, that the rental unit was in excellent condition at the end of the tenancy.

## **Analysis**

Section 45 of the *Act* requires that, a tenant wishing to end a tenancy, must provide the landlord with at least one month's notice following the next rent due date after it is served. Section 52 of the *Act* requires that such notice must be in writing.

In this instance, the tenant concurs that he did not give written notice.

While there may be merit in the tenant's claim for damages, the matter before me is the landlord's application for loss of rent due to lack of notice to end the tenancy.

I find that the landlord was not served with written notice as required by the *Act* and that he is entitled to recover the July rent and the filing fee for this proceeding by way of retention of the security deposit and a monetary order calculated as follows:

Rent owed for July 2008	\$1,600.00
Filing fee	50.00
Sub total	\$1,650.00
Less retained security deposit	- 800.00
Less interest	- 5.54
<b>TOTAL owed to landlord</b>	<b>\$ 844.46</b>

### Conclusion

Thus, the landlords' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, in the amount of \$844.46 for service on the tenant.

September 30, 2008

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