



Dispute Resolution Services

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

Decision

Dispute Codes: MND, MNDC, MNSD, FF

Introduction

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence, to cross-examine the other party, and to make submissions to me.

The evidence shows that a Dispute Resolution Officer (DRO) has previously ordered the Landlord to return double the security deposit paid by the Tenant. As this issue has already been addressed by a DRO, I am dismissing the Landlord's application to retain the security deposit.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary order for damage to the rental unit; for a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, *Regulation*, or tenancy agreement; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on August 18, 2006 and ended on June 01, 2008. The parties agree that the monthly rent at the end of the tenancy was \$675.00.

The Tenant stated that in March of 2008 she verbally advised the Landlord that she would be vacating the rental unit on June 01, 2008. The Landlord stated that the Tenant never advised her that she would be vacating the rental unit. She stated that she was not aware that the Tenant was moving until June 01, 2008, when she observed her moving her personal items.

The Landlord is seeking compensation, in the amount of \$337.50, as compensation for lost rent from June 01, 2008 and June 15, 2008. The Landlord stated that she was able to find a new tenant for June 15, 2008, but argues that she lost one-half of one month's rent in June, as the Tenant did not give her adequate notice of her intent to vacate.

The Landlord is seeking compensation, in the amount of \$210.00, to repair and paint the rental unit. The Landlord stated that the walls were damaged by furniture and that she needed to repair and paint them at the end of the tenancy. The Tenant stated that the walls were in good condition at the end of the tenancy.

The Landlord did not submit photographs, or other evidence, that corroborates her statement that the walls were damaged during the tenancy. The Tenant submitted photographs of the interior of the rental at the end of the tenancy, in which the walls appear to be in reasonably good condition. The Landlord stated that the photographs submitted by the Tenant do not depict the portion of the walls that are damaged.

The Landlord submitted a receipt to show that she had the rental unit painted at the end of the tenancy.

Analysis

I find that the Tenant failed to comply with section 45 and 52 of the *Act* when she did not provide the Landlord with **written** notice of her intent to vacate the rental unit. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is the loss of one-half of one month's rent. I find that the Tenant must compensate the Landlord for the loss of rent, in the amount of \$337.50.

I find that the Landlord has submitted insufficient evidence to show that the Tenant damaged the walls of the rental unit during this tenancy. In reaching this conclusion, I was strongly influenced by the photographs submitted by the Tenant, which show that the walls were in reasonably good condition, and by the absence of evidence that corroborates the Landlord's statement that the walls were damaged. On this basis, I dismiss the Landlord's application for compensation for painting the rental unit.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$387.50, which is comprised on \$337.50 as compensation for loss of rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

Based on these determinations I grant the Landlord a monetary Order for the amount \$387.50. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Date of Decision: October 14, 2008
