



# Dispute Resolution Services

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

## **Decision**

**Dispute Codes:** MND MNDS MNR FF

## **Introduction**

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for damage to the rental unit, a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

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 relevant oral evidence, to ask relevant questions, and to make submissions to me.

## **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; to a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the

Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### **Background and Evidence**

The Agent for the Landlord and the Tenant agree that this tenancy began in March of 2007; that the Tenants vacated on August 06, 2008; that they were required to pay monthly rent of \$2,200.00; and that they paid a security deposit of \$2,200.00 on March 05, 2007.

The Agent for the Landlord and the Tenant agree that the Tenants provided the Landlord with a note, dated August 06, 2008, that advised the Landlord the rental unit had been vacated. There is no evidence, verbal or otherwise, to establish that the Tenants provided the Landlord with one month notice, in writing, of their intent to vacate the rental unit.

There is no evidence that the Tenant provided the Landlord with a forwarding address, in writing, at the end of the tenancy, although the Tenant contends that the Landlord should have been aware that he could contact him through his business address.

The Agent for the Landlord and the Tenant agree that the Tenants did not pay rent for July or August of 2008. The Landlord is also seeking compensation for loss of revenue for September, due to the fact that the Tenant's did not give a full month's notice to vacate. The Agent for the Landlord stated that the Landlord has not found new tenants for the rental unit, as she can not obtain permission from the Strata Council to continue renting the rental unit.

The Agent for the Landlord and the Tenant agree that the rental unit was not cleaned properly at the end of the tenancy. The Tenant agreed that the Landlord is entitled to compensation for cleaning, in the amount of \$225.00.

### **Analysis**

I find that the Tenants occupied the rental unit in July of 2008, and that they are obligated to pay rent for that month, pursuant to section 26(1) of the *Act*.

I find that the Tenants did not comply with section 45 of the Act when they terminated their tenancy agreement without giving a minimum of one full month's notice of their intent to terminate the tenancy. I find that the Tenants must pay rent for the entire month of August, regardless of the fact that they vacated the rental unit on August 06, 2008, as they occupied the rental unit for a portion of that month.

I find that the Landlord is not entitled to compensation for rent from September of 2008. In reaching this conclusion I was strongly influenced by the fact that the rental unit is not currently rented because the Strata Council has not permitted the Landlord to rent again, as opposed to the fact that the Tenants provided insufficient notice of their intent to vacate. I find that the Landlord could likely have found new tenants for September 01, 2008, if they were permitted to rent the rental unit, given that the Tenants vacated the rental unit early in the month.

Based on the consent of the Tenant, I find that the Landlord is entitled to compensation for cleaning the rental unit, in the amount of \$225.00.

I find that the Landlords 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.

I find that the Landlord is entitled to retain the Tenant's security deposit plus interest, in the amount of \$2,258.05, in partial satisfaction of the monetary claim.

### **Conclusion**

I find that the Landlord has established a monetary claim, in the amount of \$4,725.00, which is comprised on \$4,400.00 in unpaid rent; \$225.00 in cleaning costs; and \$100.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord will be retaining the Tenant's security deposit plus interest, in the amount of \$2,258.05, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$2,466.95. 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.

Dated: December 02, 2008