



# Dispute Resolution Services

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

## **DECISION AND REASONS**

Dispute Codes: MNR, MNDC, FF.

### Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- A monetary order pursuant to Section 67;
- An order to recover the cost of filing the Application for Arbitration pursuant to Section 72.

The tenant was served with the notice of hearing on November 05, 2008, by registered mail. Despite having been duly served, the tenant did not show for the hearing. On the basis of the solemnly affirmed evidence presented at the hearing by the landlord, a decision has been reached.

### Issues to be decided

Is the landlord entitled to a monetary order for the following?

- To fix water damage caused by tenant;
- Rent for the latter half of November;
- The fee to file this application;

### Background and Evidence

The tenancy started on July 01, 2005. The rent was set at \$153.00 due in advance on the first of the month. The tenant did not pay a security deposit. On July 04, 2007, the bath tub in the rental unit overflowed while the tenant was asleep in the unit. The flood caused some damage which was fixed at a cost of \$755.15 to the landlord. The landlord has provided invoices for the restoration work that was done after the flood. The tenant was given the opportunity to make payments, which she did sporadically. After making payments in the total amount of \$54.00, the tenant still owes \$697.15. The landlord has submitted a statement of accounts to verify the amount owed by the tenant.

On October 15, 2008 the tenant wrote a letter to the landlord stating that she would be moving out on November 15, 2008 and she would only be paying rent for the first half of

November. The landlord advised the tenant in a letter dated October 24, 2008, that her notice to end tenancy did not comply with either the *Residential Tenancy Act* or her tenancy agreement. The letter also stated that the tenant was responsible for rent for the entire month of November unless the landlord was successful in finding a tenant for the second half of November.

The landlord stated that the tenant moved her belongings out on November 15, 2008, but failed to return the keys and left food in the refrigerator. She provided a contact number, but the manager was unsuccessful in reaching her at that number. The landlord took possession of the rental unit on December 01, 2008.

The landlord is making the following claim:

1.	Balance owed for repair work	\$697.15
2.	Rent for half of November	\$76.50
3.	Fee to file this application	\$50.00
	Total	\$823.65

### Analysis

Pursuant to section 45 of the *Residential Tenancy Act*, a tenant may end a tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month on which the tenancy is based, that rent is payable under the tenancy agreement. In this case the tenant gave notice to end tenancy in a manner that did not comply with Section 45, and hence is required to pay rent for the whole month of November.

Based on the undisputed sworn testimony of the landlord, I find that the landlord has established her claim in the amount of \$697.15 to restore the unit after the flood that was caused by the tenant. I also find that the tenant is entitled to the recovery of her filing fee.

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$823.65. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$823.65**

Dated December 08, 2008.

---

Dispute Resolution Officer