



Dispute Resolution Services

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

Decision

Dispute Codes: MNR, MNSD, FF

Introduction

This hearing dealt with two applications: 1) from the landlord for a monetary order as compensation for unpaid rent / loss of rental income and cleaning, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee for this application; 2) from the tenant for return of the security deposit. Both parties participated in the hearing and gave affirmed testimony.

Issue to be Decided

- Whether either or both parties are entitled to a monetary order under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on June 1, 2001. Rent in the amount of \$465.21 was payable in advance on the first day of each month, and a security deposit of \$200.00 was collected on June 1, 2001.

Arising from differences between the parties, by letter dated January 26, 2009 the tenant informed the landlord of her intent to vacate the unit. Subsequently, the tenant vacated the unit on or around February 2, 2009. As the tenant did not pay rent for February 2009, the landlord issued a 10 day notice to end tenancy for unpaid rent. A copy of the 10 day notice dated February 2, 2009 was entered into evidence. The notice was posted on the tenant's door on or around February 2, 2009.

Following the tenant's departure from the unit, the landlord incurred a cost of \$45.00 for carpet cleaning. The landlord also identified some damage to carpet within the unit but waived any claim in compensation for this damage.

Within days after the tenant's departure, tenants from another unit within the complex relocated to the subject unit. The unit vacated by this transfer then itself became vacant and was unable to be rented for the balance of the month of February 2009. In her application, the landlord claimed one month's rent / loss of rental income for February 2009, in addition to the cost of carpet cleaning and recovery of the filing fee.

During the hearing the parties exchanged proposals with a view to settling the dispute.

Analysis

Pursuant to section 63 of the Act, the conversation between the parties during the hearing led to a resolution of the dispute. Specifically, it was agreed as follows:

- that the landlord will retain the full amount of the tenant's security deposit plus interest;
- that, further to the above, the tenant will make payment to the landlord in the total amount of \$250.00;
- that the above payment will be made by way of five (5) cheques, each in the amount of \$50.00 and post-dated, respectively, as follows:

* <i>June 1, 2009</i>	<u>\$50.00</u>
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* <i>July 1, 2009</i>	<u>\$50.00</u>
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* <i>August 1, 2009</i>	<u>\$50.00</u>
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* <i>September 1, 2009</i>	<u>\$50.00</u>
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* <i>October 1, 2009</i>	<u>\$50.00</u>
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- that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

For the information and reference of the parties, attention is drawn to the statutory provisions set out in Part 4 of the Act, **How to End a Tenancy**. Specifically, section 44 of the Act speaks to **How a tenancy ends**, in part, as follows:

44(1) A tenancy ends only if one or more of the following applies:

(a) the tenant or landlord gives notice to end the tenancy in accordance with one of the following:

(i) section 45 *[tenant's notice]*

Section 45(1) of the Act addresses **Tenant's notice**, as follows:

45(1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Further, section 45(4) of the Act provides:

45(4) A notice to end a tenancy given under this section must comply with section 52 *[form and content of notice to end tenancy]*.

Finally, section 52 of the Act addresses **Form and content of notice to end tenancy**:

52 In order to be effective, a notice to end a tenancy must be in writing and must

(a) be signed and dated by the landlord or tenant giving the notice,

(b) give the address of the rental unit,

(c) state the effective date of the notice,

(d) except for a notice under section 45(1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and

(e) when given by a landlord, be in the approved form.

The full text of the relevant legislation, in addition to Fact Sheets, forms and other information related to the landlord – tenant relationship can be accessed via the website:

www.rto.gov.bc.ca/

Conclusion

Pursuant to the above agreement, I hereby grant the landlord a monetary order under section 67 of the Act for **\$250.00**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: May 4, 2009

Dispute Resolution Officer