



# Dispute Resolution Services

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

## **Decision**

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

## **Introduction**

This hearing dealt with the landlord's application for a monetary order as compensation for unpaid rent, costs for repair to damage, compensation for loss, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee for this application. The landlord's agent participated in the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the tenant did not appear.

## **Issues to be decided**

- Whether the landlord is entitled to any or all of the above

## **Background and Evidence**

Pursuant to a written residential tenancy agreement, the term of the tenancy was from January 1, 2007 to January 31, 2008. Thereafter, tenancy continued on a month-to-month basis. Rent in the amount of \$645.00 was payable on the first day of the month, in addition to a monthly parking fee of \$20.00. A security deposit of \$310.00 was collected on January 2, 2007, and a remote deposit of \$40.00 was collected on April 19, 2008.

By letter dated April 25, 2009, the tenant informed the landlord of his intent to vacate the unit by April 30, 2009. Subsequently, the landlord was unable to re-rent the unit until June 15, 2009. The landlord seeks compensation for monthly rent and the parking fee for May, the late payment of rent fee for May 2009, in addition to costs associated with carpet cleaning. By way his signature at the time of the move-out condition inspection,

the tenant authorized the landlord to withhold \$262.50 from his security deposit for carpet cleaning.

### **Analysis**

Section 45 of the Act speaks to **Tenant's notice**, and provides in part:

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 agreement is based, that rent is payable under the tenancy agreement.

A landlord may be entitled to recover loss of rental income up to the earliest time that the tenant could legally have ended the tenancy. In the circumstances of this case, the tenant failed to provide notice to end tenancy pursuant to the above statutory provisions. Further, the landlord submitted evidence that efforts were undertaken to mitigate the loss of rent by advertising the unit after the end of tenancy.

Based on the documentary evidence and undisputed testimony of the landlord's agent, I find that the landlord has established a claim of \$997.50. This is comprised of rent for May of \$645.00, parking fee for May of \$20.00, fee for late payment of rent for May of \$20.00, carpet cleaning of \$262.50, and recovery of the \$50.00 filing fee. I order that the landlord retain the security deposit of \$310.00 plus interest of \$9.36, in addition to the remote deposit of \$40.00 plus interest of \$00.42, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$637.72 (\$997.50 - \$359.78).

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$637.72**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: August 13, 2009

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Dispute Resolution Officer