

## **DECISION**

Dispute Codes MNR, MND, MNSD, MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for monetary orders for unpaid rent, for damage to the unit, for compensation under the Act and the tenancy agreement, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Issue(s) to be Decided

Are the Landlords entitled to the compensation sought from the Tenant?

### Background and Evidence

The parties signed a written, standard form tenancy agreement on October 5, 2008. The tenancy began on October 15, 2008, with a monthly rent of \$900.00, payable on the first of the month. The terms of the Agreement relevant to this matter were that it was a month to month tenancy, a security deposit of \$450.00 was paid on October 1, 2008, and that there was a \$25.00 fee payable for rent cheques returned due to insufficient funds.

At the outset of the tenancy, there were two Tenants occupying the subject rental unit.

Over the course of the tenancy, the Landlord received several cheques that were returned by the issuing bank due to insufficient funds.

During the course of the tenancy the Tenant not named in this action vacated the rental unit.

On or about May 26, 2009, the Tenant named in this matter vacated the rental unit. It was an agreed fact that the Landlords did not receive a Notice to End Tenancy which complied with the Act from the Tenant.

The Landlord claims that the Tenant owes \$600.00 in back rent, \$900.00 for loss of rent for one month due to not receiving a Notice to End Tenancy from the Tenant, \$100.00

for four “NSF” cheques, and \$50.00 for the filing fee for this Application. The Landlord also claims there were damages to the unit and seeks to keep the security deposit. The Tenant agreed that he owes the Landlord \$600.00 for past rent monies due. He did not agree to the \$100.00 for NSF cheques. He testified in the hearing that he knew deep down he could not afford the rental unit on his own, once the other Tenant vacated. He testified he was laid off and could not afford the rental unit. He stated he had told the Landlord many times he could not afford the rental unit on his own. He testified that he thought the other Tenant should have paid the Landlord for the June 2009 rent.

### Analysis

Based on the foregoing, the testimony and evidence, and a balance of probabilities, I find that the Tenant has breached the Act, by failing to give proper Notice to End Tenancy. The Tenant should have followed his own advice, and gave the Landlords a proper Notice to End Tenancy.

I also find that the failure to give a proper Notice to End Tenancy to the Landlords resulted in a loss of rent for one month.

It is clear in the tenancy agreement that the Tenant agreed to pay for “NSF” cheques.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director’s authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Having both entered into the tenancy agreement with the Landlords, the Tenants are jointly and severally liable for the losses. This means the Landlords may recover the full amount of money due from both, or any one, of the Tenants.

I find that the Landlords have established a total monetary claim of **\$1,650.00**, comprised of \$600.00 in back rent, \$900.00 for loss of rent for one month, \$100.00 for four “NSF” cheques, and \$50.00 for the filing fee for this Application.

I order that the Landlords retain the deposit and interest of **\$451.70** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$1,198.30**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 15, 2009.

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Dispute Resolution Officer