

## **Decision**

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

### **Introduction**

This hearing dealt with an application from the landlord for a monetary order as compensation for unpaid rent, compensation for damage to the unit, retention of the security deposit, and recovery of the filing fee. 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, neither tenant appeared.

### **Issues to be decided**

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

### **Background and Evidence**

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on December 1, 2006. Rent in the amount of \$777.75 was payable in advance on the first day of each month, and a security deposit of \$375.00 was collected on December 1, 2006. A move-in condition inspection and report were completed by the parties at the outset of tenancy.

By undated letter received by the landlord from the tenants on July 6, 2009, the tenants informed the landlord of their intention to vacate the unit at the end of July 2009, and rent was paid in full up to the end of that month. A move-out condition inspection and report were completed by the parties at the end of tenancy. By way of signature on the move-out condition inspection report, the tenants agreed to the landlord's assessment of "maintenance charges" against them in the amount of \$105.00. Despite advertising, the landlord's agent stated that new renters have not yet been found for the unit.

### **Analysis**

Section 45 of the Act addresses **Tenant's notice** and provides in part, 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.

Based on the documentary evidence and undisputed testimony of the landlord's agent, I find that the tenants did not give notice to end the tenancy in a manner that complies with the above statutory provisions. I find that the landlord is therefore entitled to compensation for lost rental income for the month of August 2009.

In summary, as for the monetary order, I find that the landlord has established a claim of \$932.75. This is comprised of \$777.75 in loss of rental income for August 2009, \$105.00 for maintenance charges, in addition to the \$50.00 filing fee. I order that the landlord retain the security deposit of \$375.00, plus interest of \$11.50, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$546.25 (\$932.75 – \$386.50).

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$546.25**. Should it be necessary, this order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that Court.

DATE: December 7, 2009

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Dispute Resolution Officer