

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by the landlord. The tenants did not attend.

The landlord had provided written confirmation that service of the hearing documents had been completed by registered mail on November 12, 2009. Based on this information, I find the tenants have been served.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for loss of revenue and cleaning; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on June 17, 2009 for a month to month tenancy beginning on July 15, 2009 for a monthly rent of \$750.00 due on the 1st of the month, a security deposit of \$375.00 was paid;
- A copy of a Condition Inspection Report dated July 15, 2009 for the move in inspection signed by one tenant but not the landlord;
- A copy of a Move In/Move Out/Charge Analysis claiming \$40.00 cleaning, signed by the tenant on November 1, 2009; and
- Several advertisements dated March 2010 showing rental units in the residential property for rent.

The landlord's agent testified that the tenants provided no notice that they were moving out until they came to the office on November 1, 2009 to drop off keys and told her they had already moved out. The landlord was able to complete a move out inspection with the tenants and the tenants agreed in writing to deduct \$40.00 for cleaning from the security deposit.

The landlord confirmed that they have been advertising the rental unit since that time but to date have been unable to re-rent this rental unit. The landlord testified that the tenants had agreed to try to rent out the rental unit when they last met.

Analysis

Section 46 of the *Act* requires tenants, when wanting to end their tenancy, to provide their landlord with a notice with an effective date that is not earlier than one month after the date the landlord receives the notice.

In the absence of any evidence or participation from the tenants in this hearing I must rely on the landlord's testimony and find the tenants failed to comply with Section 46 and are therefore responsible for rent for the month of November 2009.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$840.00** comprised of \$750.00 rent owed; \$40.00 cleaning; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$375.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$465.00**. This order must be served on the tenants and 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: March 18, 2010.

Dispute Resolution Officer