

DECISION

Dispute Codes:

MNDC, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for money owed or compensation for damage or loss, a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

At the hearing the Agent for the Landlord asked to amend the Application for Dispute Resolution. The Application indicates that the Landlord is seeking compensation for loss of revenue from March of 2010 "due to insufficient notice" and the Agent stated that it should indicate it is seeking compensation that the Landlord is seeking compensation for loss of revenue from April of 2010. As the Tenant's paid rent for March of 2010 I find that that the reference to March on the Application was simply a clerical error and that the Tenants knew, or should have been able to deduce, that the Landlord is seeking compensation for loss of revenue from April of 2010. On this basis, I will allow the amendment.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to each Tenant via registered mail at the service address noted on the Application, on March 29, 2010. Copies of Canada Post documents were submitted in evidence that corroborates this statement. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however neither Tenant appeared at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for loss of revenue and for cleaning the rental unit; to keep all or part of the security deposit; and to recover the filing fee from the Tenant 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 a copy of a tenancy agreement that indicates this tenancy began on August 01, 2007; that the Tenants were required to pay monthly rent of \$600.00; that rent is due on the first day of each month; and that the Tenants paid a security deposit of \$300.00. The Agent for the Landlord believes the security deposit was paid on August 01, 2007.

The Agent for the Landlord stated that this tenancy ended on March 11, 2010. She stated that on March 08, 2010 the Tenants gave written notice of their intent to vacate on March 15, 2010. She stated that the Tenants paid rent for March.

The Landlord is seeking compensation for loss of revenue for April of 2010, as they had insufficient time to find new tenants due to the late notice provided by the Tenants. The Agent for the Landlord stated that the rental unit was advertised on two popular websites as soon as the rental unit was vacated but they were unable to find new tenants until May 01, 2010.

The Landlord submitted a copy of a Condition Inspection Report that was signed by the female Tenant on March 11, 2010, in which the Tenant authorized a \$15.00 deduction from the security deposit, which is a fee the Landlord charged for cleaning the oven.

Analysis

I find that the Tenants entered into a tenancy agreement with the Landlord that required the Tenants to pay monthly rent of \$600.00 on the first day of each month and that they paid a security deposit of \$300.00 on August 01, 2007.

I find that the Tenants failed to comply with section 45 of the *Act* when they failed to provide the Landlord with written notice of their intent to end the tenancy on a date that is not earlier than one month after the date the Landlord received the notice and is the day before the date that rent is due. I further find that the late notice to vacate made it difficult for the Landlord to find new tenants for the rental unit for the following month, as it prevented the Landlord from advertising the rental unit at the beginning of the month. I find that the late notice contributed to a loss of rental revenue for the month of April of 2010. On this basis, I find that the Tenants must compensate the Landlord for the loss of revenue that resulted from the late notice, in the amount of \$600.00.

Based on the Condition Inspection Report that was submitted in evidence, in which the Tenant authorized the Landlord to keep \$15.00 from the security deposit for cleaning the oven, I find that the Landlord is entitled to retain \$15.00 from the security deposit.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenants for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$665.00, which is comprised of \$600.00 in unpaid rent, \$15.00 for cleaning the oven, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. I hereby authorize the Landlord to retaining the Tenants' security deposit plus interest, in the amount of \$306.42, in partial satisfaction of the monetary claim, pursuant to section 72(2) of the *Act*.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$358.58. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia Small Claims Court 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: July 12, 2010.

Dispute Resolution Officer