

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent and utilities, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that he sent the tenants a copy of his application for dispute resolution by registered mail on June 11, 2010. He provided Canada Post Tracking Numbers for this mailing. The tenant confirmed that she received this material. I am satisfied that the landlord served the tenant with a copy of his application for dispute resolution in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary Order? Is the landlord entitled to retain all or a portion of the tenants' security deposit? Is the landlord entitled to recover his filing fee for this application from the tenants?

Background and Evidence

The parties agreed that this tenancy commenced on April 1, 2009. At the end of this tenancy, monthly rent was set at \$1,300.00 payable on the first of the month. The landlord said that he continues to hold the tenants' \$725.00 security deposit plus interest and \$200.00 pet deposit paid on April 1, 2009.

The landlord said that the tenants told him in April 2010 that they were looking for alternate accommodations because they were having difficulty making the rent payments. He said that they told him on May 3, 2010 that they had found another place to live and were planning to end their tenancy on June 1, 2010. The landlord testified that the tenants did not give written notice of their intention to end this tenancy until June 2, 2010, the day after they vacated the premises. The landlord provided testimony that he tried to mitigate the tenants' responsibility for June 2010 rent by advertising the rental unit on Craigslist, his usual way of listing this rental. He said that he was able to find a new tenant for these premises on July 1, 2010.

The landlord requested a monetary award of \$1,300.00 for his loss of rent for June 2010. He also applied for reimbursement of \$189.41 to fill up the propane tank used for the stove, dryer and water tank which was the tenant's responsibility throughout this tenancy. He entered undisputed evidence that he filled this tank prior to this tenancy. He also requested a monetary award of \$50.00 for carpet cleaning, which the tenant agreed to have deducted from the tenants' security deposit. He applied for recovery of his filing fee for this application.

The tenant testified that all communication with the landlord had been oral throughout this tenancy. She confirmed that the tenants did not provide written notification to the landlord that they were vacating the premises until June 2, 2010, the day after they left this rental unit. She said that she did not know whether the propane tank was full when they moved into this rental unit, but admitted that the propane was the responsibility of the tenants throughout this tenancy.

Analysis

Section 45 of the *Act* requires a tenant to give the landlord one month's notice to end a tenancy. As I find that this did not occur in this case, the landlord is entitled to recover the rent he lost for June 2010 as a result of the late notice provided to him if I am satisfied that he took adequate measures to mitigate the tenants' loss. I accept the landlord's testimony that he attempted to rent the premises, but was unsuccessful in

doing so until July 1, 2010. I allow the landlord a monetary award of \$1,300.00 for his loss of rent for June 2010 in the attached monetary Order.

The tenant confirmed that propane was the tenants' responsibility and did not know if the propane tank was full when they commenced this tenancy. I accept the landlord's evidence that he did fill the propane tank before the tenants moved into this rental unit. Based on the evidence presented, I find that the landlord is entitled to recover his expenditure of \$189.41 to fill the propane tank after the tenants vacated the rental unit.

As both parties agree that the carpets required cleaning after the tenants ended this tenancy, I allow the landlord the requested \$50.00 he claimed for this item.

I allow the landlord to retain the tenants' security and pet deposits plus interest in partial satisfaction of his monetary award. No interest is payable over this period. As the landlord was successful in his application, I allow the landlord to recover his filing fee from the tenants.

Conclusion

I issue a monetary Order in the landlord's favour in the following terms which includes the landlord's retention of the tenants' security and pet deposits and allows the landlord to recover his filing fee from the tenants:

Item	Amount
Loss of Rent - June 2010	\$1,300.00
Propane	189.41
Carpet Cleaning	50.00
Less Security and Pet Deposits (\$725.00 + \$200 = \$925.00)	-925.00
Recovery of Filing Fee for this application	50.00
Total Monetary Order	\$664.41

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to

comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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*.