

Decision

Dispute Codes:

MNR, MNDC, OPR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the tenant's Notice to End Tenancy, a monetary order for rent owed and loss of rent as well as an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on September 12, 2010, the tenant did not appear.

At the outset of the hearing the landlord advised that the tenant had left sometime during mid-month in September. Therefore the portion of the application relating to the landlord's request for an Order of possession is now moot.

Issue(s) to be Decided

The issues to be determined based on the testimony and the evidence is whether or not the landlord is entitled to monetary compensation for unpaid rent and loss of rent.

Background and Evidence

The landlord submitted into evidence a copy of the tenant's Notice that was evidently received on September 3, 2010 with effective date of September 30, 2010, a copy of the tenancy agreement, copies of communications between the parties and copies of receipts.. The landlord testified that the tenancy began in July 2010, at which time the tenant paid a security deposit of \$375.00 The landlord testified that the tenant failed to pay \$750.00 rent for the month September and gave short notice to vacate. The landlord testified that the rental unit was left in an unkempt state with possessions remaining and in need of cleaning, which resulted in a loss of \$650.00 rent for the month of October 2010. The landlord is claiming \$500.00 in compensation.

Analysis

Based on the testimony of the landlord, I find that the tenant did not pay \$750.00 rent due on September 1, 2010. Section 26 of the Act states that rent must be paid in full on the day it is due.

I find that the tenant gave Notice to End Tenancy for the end of September 2010, but this was not received until September 3, 2010. Section 45 of the Act permits a tenant to 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 that rent is payable under the tenancy agreement.

I find that in this instance the notice given by the tenant did not comply with the Act and that the landlord suffered a loss of \$750.00 rent for October, 2010 as a result.

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, the regulations or the tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. Section 67 of the Act grants a dispute Resolution Officer the authority to determine the amount and to order payment under these circumstances.

Based on the above facts I find that the landlord has established a total monetary claim of \$1,550.00 comprised of \$750.00 rent, \$750.00 loss of rent and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$375.00 in partial satisfaction of the claim leaving a balance due of \$1,175.00.

Conclusion

I hereby grant the Landlord an order under section 67 for \$1,175. This order must be served on the Respondent 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: October 2010.

Dispute Resolution Officer