

Decision

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

Introduction

This hearing dealt with an application by the landlord for a monetary order as compensation for unpaid rent, compensation for damage to the unit, compensation for damage or loss under the Act, regulation or tenancy agreement, retention of the security deposit, and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony.

Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail, the tenants did not appear.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on December 1, 2009 and, over time, became a month-to-month tenancy. Monthly rent was \$695.00. A security deposit of \$347.50 was collected on November 18, 2009. A move-in condition inspection and report were completed near the start of tenancy.

On June 25, 2010, the tenants gave notice of their intent to end tenancy effective June 26, 2010. Arising from the urgency of their departure, they were not available to participate in the completion of a move-out condition inspection and report.

The landlord's claim for compensation is comprised as follows:

\$695.00: loss of rental income for July 2010

\$72.80: carpet cleaning

\$20.00: cleaning drapes / blinds

\$48.00: general cleaning throughout unit

\$50.00: filing fee

Sub-total: \$885.80

Analysis

The Canada Post tracking website shows that the hearing package sent by registered mail was not claimed by the tenants, even while a notice card was left “indicating where item can be picked up.” Despite this, pursuant to 90 of the Act, the hearing package is deemed to have been served “on the 5th day after it is mailed.”

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord’s agent, I find that the tenants ended the tenancy without giving proper notice according to the requirements set out in section 45 of the Act. I further find that the landlord has established entitlement to a claim of \$885.80 as set out above.

Accordingly, I order that the landlord retain the security deposit of \$347.50, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$538.30 (\$885.80 - \$347.50).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of \$538.30. 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: November 30, 2010

Dispute Resolution Officer