

## **Decision**

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

### **Introduction**

This hearing dealt with the landlord's application for a monetary order as compensation for unpaid rent / loss of rental income; compensation for damage or loss under the Act, regulation or tenancy agreement; retention of the security & pet damage deposits; and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony.

The landlord mailed the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail to the forwarding address provided by the tenants. The landlord's evidence includes the Canada Post tracking numbers for the registered mailings. Even while the hearing packages were not claimed, pursuant to section 90 of the Act, they are deemed to be received on the 5<sup>th</sup> day after mailing.

### **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 term of tenancy was from March 1, 2008 to March 1, 2009. Thereafter, tenancy continued on a month-to-month basis. Monthly rent was \$1,395.00. A security deposit of \$697.50 and a pet damage deposit of \$350.00 were collected at the outset of tenancy. The parties completed a move-in condition inspection and report on or about March 15, 2008.

By way of e-mail dated August 11, 2010, the tenants gave notice of their intent to end the tenancy effective September 1, 2010. Subsequently, the parties completed a move-out condition inspection and report on or about September 6, 2010, and the tenants later returned the unit keys to the landlord on September 15, 2010. Ultimately, no rent was paid beyond the end of August 2010. By way of e-mail dated September 15, 2010, the tenants informed the landlord of their forwarding address. New renters were not found for the unit until mid-November 2010.

### **Analysis**

Section 45 of the Act speaks to **Tenant's notice**, and provides in part as follows:

45 (1) A tenant may 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, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

I find that notice given by the tenants to end the tenancy does not comply with the above statutory provisions. In the result, I find that the landlord has established entitlement to unpaid rent / loss of rental income for September 2010.

The dollar amounts for cleaning and repairs were not specifically known by the parties at the time when the move-out condition inspection report was completed. However, the report describes the need for cleaning and certain repairs, and by way of their signatures on the report the tenants agreed to deductions from their combined security & pet damage deposits. Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the landlord has established entitlement to costs incurred for cleaning and repairs.

As the landlord has achieved success with this application, I find he is entitled to recover the filing fee.

In summary, I find that the landlord has established a claim of \$2,148.12, the particulars of which are set out below:

\$1,395.00: unpaid rent / loss of rental income for September 2010

\$84.00: hallway door mirror

\$27.76: repair to patio door blinds

\$591.36: carpet cleaning for dog

\$50.00: filing fee

Sub-total: \$2,148.12

I order that the landlord retain the combined security & pet damage deposits of \$1,047.50 (\$697.50 + \$350.00) plus interest of \$13.14 [total: \$1,060.64] and I grant the

landlord a monetary order under section 67 of the Act for the balance owed of \$1,087.48 (\$2,148.12 - \$1,060.64).

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,087.48**. This order may be served on the tenants, filed in the 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*.

DATE: February 17, 2011

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Residential Tenancy Branch