



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MND, MNR, MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for damage to the rental unit, for unpaid rent, for compensation under the Act and the tenancy agreement, and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

### Background and Evidence

This tenancy began in May of 2008, with the parties agreeing to a monthly rent of \$1,600.00. No security deposit was paid and neither party supplied evidence of a written tenancy agreement between them.

The Landlord claims the Tenant allowed too many occupants into the rental unit and the consequent extra vehicle damaged the lawn when parked on it. The Landlord further claims that the Tenant damaged the hardwood floors, put holes in the walls and did not clean the rental unit when he moved out.

The Landlord claims the Tenant did not give proper notice to end the tenancy when he moved out and the Landlord claims for two months of rent loss due to this. The Landlord provided in evidence an email dated February 4, 2009, from the Tenant indicating he had vacated the rental unit.

The Landlord requests \$4,500.00 for the above claims, however, no detailed calculation of the amounts claimed were included in evidence.

The Tenant initially questioned whether or not the limitation period had passed for the Landlord to make these claims.

The Tenant testified that he gave the Landlord verbal notice in the middle of January of 2009 that he was moving out, although he acknowledged he sent the email on February 4, 2009.

The Tenant testified that he repeatedly asked the Landlord to make repairs to the rental unit and to deal with an infestation of rats, mice and silver fish. He testified he became tired of waiting for the Landlord to address these issues and he decided to leave the rental unit.

### Analysis

Based on the above, the testimony and evidence, and a balance of probabilities, I find that the Tenant breached section 45 of the Act by failing to give the required Notice to End Tenancy.

If the Tenant had wanted the tenancy to end in February of 2009, he should have provided the Landlord with the correct written notice no later than the end of January 2009. The Act does not recognize notice sent by email.

The Tenant might have filed an Application to compel the Landlord to make repairs to the rental unit, included dealing with the alleged rodent infestation. Nevertheless, the Tenant was still required to provide a Notice to End Tenancy in the approved manner.

Based on the evidence, I find that the tenancy ended on the last day of February 2009, and therefore, the Landlord has filed his claim within the two years allowed under the Act.

I also find the Landlord lacked sufficient evidence to prove any of the other claims against the Tenant. For example, no condition inspection reports were performed to establish the state of the rental unit prior to and immediately after the tenancy. Therefore, I dismiss the other claims of the Landlord without leave to reapply.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established a total monetary claim of **\$1,650.00** comprised of loss of one month of rent due to the insufficient notice and the \$50.00 fee paid for this application. I grant the Landlord an order under section 67 for the balance due.

This order 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: April 04, 2011.

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Residential Tenancy Branch