



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application for a monetary order as compensation for unpaid rent / retention of the combined security & pet damage deposits / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the month-to-month tenancy began on December 1, 2009. A security deposit of \$425.00 and a pet damage deposit of \$200.00 were collected. Monthly rent was \$875.00 when tenancy ended in 2011.

On or about March 2, 2011, the tenant gave verbal notice of his intent to end tenancy effective March 31, 2011. Thereafter, the tenant vacated the unit at the end of March and does not dispute that he failed to make any payment toward rent for that month.

Subsequently, despite advertising in a local paper and on-line, the landlord testified that new renters have not been found for the unit. Accordingly, further to seeking compensation for unpaid rent for March, in the absence of written notice and in the absence of a full month's notice of intent to end the tenancy, the landlord has applied for loss of rental income for April 2011.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

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

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.

Section 52 of the Act speaks to **Form and content of notice to end tenancy**, and provides:

52 In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45(1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Section 7 of the Act addresses **Liability for not complying with this Act or a tenancy agreement**, and provides in part:

7(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Based on the documentary evidence and the affirmed testimony of the parties, I find that the tenant's method of giving notice to end tenancy does not comply with the above statutory provisions, that the tenant paid no rent for March 2011, and that the landlord undertook to mitigate the loss of rental income for April 2011.

Following from the above, I find that the landlord has established a claim of \$1,800.00. This is comprised of \$875.00 in unpaid rent for March, \$875.00 in loss of rental income for April, in addition to the \$50.00 filing fee. I order that the landlord retain the security deposit of \$425.00 and the pet damage deposit of \$200.00 [total: \$625.00], and I grant

the landlord a monetary order under section 67 of the Act for the balance owed of \$1,175.00 (\$1,800.00 - \$625.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,175.00**. Should it be necessary, this order may be served on the tenant, 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: June 7, 2011

Residential Tenancy Branch