Decision

Introduction

This hearing was convened in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent or utilities / compensation for damage or loss under the Act, regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony. As the tenants have vacated the unit and new renters occupy the unit, the application for an order of possession is withdrawn.

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 May 1 to October 31, 2010. Thereafter, tenancy continued on a month-to-month basis. At the start of tenancy a security deposit of $510.00 was paid, and monthly rent of $1,020.00 was payable in advance on the first day of each month. By the end of tenancy, monthly rent was $1,043.46. A move-in condition inspection and report were completed.

By letter dated on or about June 6, 2011, the tenants gave notice to end the tenancy. Subsequently, they vacated the unit on or about June 25 & 26, 2011. General cleaning and carpet cleaning in particular were required in the unit at the end of tenancy, and a move-out condition inspection and report were completed. The tenants do not dispute the costs claimed by the landlord for cleaning ($100.00 + $100.00 = $200.00).

Despite the landlord's advertising on-line and in a number of newspapers, new renters were not found until August 1, 2011. Accordingly, in addition to costs incurred for cleaning, in view of the absence of one full month's notice to end tenancy, the landlord seeks compensation arising from loss of rental income for July 2011. The tenants take exception to this aspect of the landlord's claim, alleging that disturbance from construction made their tenancy difficult to continue. However, there is no application before me from the tenants in that regard.

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 addresses **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
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> > (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.

Based on the documentary evidence and testimony of the parties, I find that the tenants did not comply with the above statutory provisions when they gave notice to end tenancy. Specifically, in order to comply with the Act, a notice to end the tenancy effective at the end of June 2011 would need to be given not later than May 31, 2011. In this case, as earlier noted, the tenants' notice was dated on or about June 6, 2011.

As for the monetary order, I find that the landlord has established a claim of $1,293.46. This is comprised of $1,043.46 in loss of rental income for July 2011; $100.00 for general cleaning; $100.00 for carpet cleaning; and the $50.00 filing fee. I order that the landlord retain the security deposit of $510.00, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of $783.46 ($1,293.46 - $510.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **$783.46**. 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.

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: August 25, 2011

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Residential Tenancy Branch