



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application for a Monetary Order for unpaid rent; damage or loss under the Act, regulations or tenancy agreement; and, authority to retain the security deposit. The tenant did not appear at the hearing. The landlord provided a registered mail tracking number as proof the hearing documents were sent to the tenant on July 28, 2011. A search of the tracking number showed that the registered mail was successfully delivered on August 2, 2011. Having been satisfied the tenant was notified of the hearing, I proceeded to hear from the landlord without the tenant present.

Issue(s) to be Decided

1. Has the landlord established an entitlement to loss of rent?
2. Has the landlord established an entitlement to other damages?
3. Is the landlord authorized to retain the security deposit?

Background and Evidence

The tenancy commenced February 1, 2011 and the tenant was required to pay rent of \$1,050.00 on the 1st day of every month. The tenant paid a \$500.00 security deposit.

The landlord testified that he saw the tenant at the rental unit at the end of June 2011. The tenant did not pay rent for July 2011 and did not give the landlord any notice to end the tenancy. The landlord entered the unit July 16, 2011 and found the unit vacant. The tenant did not leave the keys or FOB.

In making this application the landlord is seeking to recover unpaid rent of \$1,050.00 plus \$450.00 for replacement keys and FOB. During the hearing the landlord also indicated he sought to recover cleaning costs.

In support of his claims, the landlord provided a copy of the tenancy agreement and a written summary of events.

Analysis

Clause 6 of the tenancy agreement indicates the term of the tenancy was to be “every six months” and this was handwritten in between the space provided for periodic tenancies and a fixed term tenancy. While this clause is not clear as to what is to happen at the end of six months, I note that clause 15 of the tenancy agreement indicates that:

“All notices to quit for a tenancy other than a fixed term shall be given in writing in accordance with the following table.” The parties checked the box indicating the type of tenancy was monthly and that the Notice by Tenant was to be “at least 1 full month before the end of any month”.

In reading the tenancy agreement in its entirety I accept that the tenant was required to give one full month of notice to end tenancy, which is consistent with notice requirements for periodic tenancies under the Act.

Based upon the landlord's undisputed evidence, I accept that the tenant did not give the landlord one full month of notice to end the tenancy at the end of June 2011; therefore, I hold the tenant responsible for compensating the landlord for loss of rent for the month of July 2011.

The landlord did not provide any receipts or other documentation to substantiate the remainder of the landlord's claims for replacement keys or FOB and those claims are dismissed.

The landlord had not indicated that he was seeking cleaning costs from the tenant in serving the application upon the tenant; thus, I make no finding as to cleaning costs and the landlord is at liberty to seek such costs by making another Application for Dispute Resolution if he wishes to pursue that matter.

As the landlord's application had merit I award the filing fee to the landlord. I authorize the landlord to retain the security deposit in partial satisfaction of the rent owed the landlord.

In light of the above, the landlord is provided a Monetary Order in the amount of \$600.00 [\$1,050.00 unpaid rent + 50.00 filing fee – 500.00 security deposit] to serve upon the tenant and enforce in Provincial Court as necessary.

Conclusion

The landlord has been authorized to retain the tenant's security deposit and has been provided a Monetary Order for the balance of \$600.00 to serve upon the tenant.

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: September 15, 2011.

Residential Tenancy Branch