

## **Decision**

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

### **Introduction**

This hearing was convened in response to the landlord's application for 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. The landlord's agent attended the hearing and gave affirmed testimony. Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by registered mail, the tenant did not appear. The landlord's evidence includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the package was "successfully delivered."

### **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 6 month term of tenancy was from March 1 to August 31, 2011, thereafter to continue on a month-to-month basis. Monthly rent of \$1,180.00 was payable in advance on the first day of each month. A security deposit of \$590.00 and a key fob deposit of \$50.00 were collected, and a move-in condition inspection and report were completed on February 28, 2011.

Without providing notice the tenant ended the tenancy effective August 31, 2011, at which time a move-out condition inspection and report were completed. As new renters were not found until October 1, 2011, the landlord seeks compensation for loss of rental income for September 2011 of \$1,180.00. The tenant provided a forwarding address on the move-out condition inspection report and by way of his signature, gave the landlord authorization to retain the security deposit of \$590.00 and the key fob deposit of \$50.00.

### **Analysis**

Section 45 of the Act (**Tenant's notice**) provides that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that "is not earlier than one month after the date the landlord receives the notice," and "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 the affirmed / undisputed testimony of the landlord’s agent, I find that as the tenant failed to provide proper notice to end the tenancy on August 31, 2011, and that as new renters were not found for the unit until effective October 1, 2011, the landlord has established entitlement to compensation for loss of rental income for September 2011 of \$1,180.00.

The landlord also seeks in the application to recover compensation of \$56.00, claiming that the tenant failed to return the laundry card. In this regard I note that both parties signed documentation at the start of tenancy which confirms the tenant’s receipt of key fobs and a smart card. There is no apparent mention of a laundry card. After the end of tenancy the landlord’s “Apartment Inspection Summary” documents that key fobs and a smart card were returned, but that the laundry card was not, even while there is no documented absence of the laundry card on the move-out condition inspection report. Notwithstanding the above, I find that as the tenant was properly served with the hearing package and failed to either attend the hearing or make any written submissions, I also find on a balance of probabilities that the landlord has established entitlement to this particular aspect of the claim.

Finally, as the landlord has achieved a measure of success with this application, I find the landlord has established entitlement to recovery of the \$50.00 filing fee.

As set out above, I find the landlord has established entitlement to \$1,286.00 (\$1,180.00 + \$56.00 + \$50.00). I order that the landlord retain the security deposit of \$590.00 and the key fob deposit of \$50.00 (total: \$640.00) and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$646.00 (\$1,286.00 - \$640.00)

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$646.00**. 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: December 1, 2011

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