



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

1. A monetary Order pursuant to Section 67;
2. An Order allowing the landlord to retain the security deposit; and
3. An Order to recover the filing fee pursuant to Section 72.

I accept that the tenant was properly served with the Application for Dispute Resolution hearing package and the Amended Application for Dispute Resolution hearing package sent by registered mail to the forwarding address provided by the tenant to the landlord.

The tenant did not appear. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

On the basis of the solemnly sworn evidence presented at the hearing a decision has been reached.

Issue(s) to be Decided

Whether the landlord is entitled to monetary Order, whether the landlord should be allowed to retain the security deposit and whether the landlord should be entitled to recover the filing fee paid for this application.

Background and Findings

Monetary Order

Unpaid Rent, Damages, Cleaning

The landlord submits that the tenant gave notice to vacate July 3, 2011 effective July 31, 2011. The landlord provided an undated written notice signed by the tenant stating "As per the message I left you on June 30, 2011, I am giving you my notice and will be moving out on July 31, 2011. As the landlord did not receive one full months notice as required by the Act, the landlord is claiming rent for the notice period that is for August 2011, in the sum of \$1,100.00.

Further, the landlord supplied a move-out condition inspection report detailing cleaning and repairs not completed by the tenant. The landlord is claiming \$142.40 costs in this regard.

Analysis

With respect to a notice to vacate, the Act states

Tenant's notice

- 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.

And Section 52 speaks to the form and content of Notice:

Form and content of notice to end tenancy

- 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.

Given the provisions of Section 45 and 52 the evidence in this case shows that the tenant did not give proper notice to vacate even though she may have given a verbal notice on June 30, 2011, the Act requires the notice to be in writing. Further, the landlord's undisputed evidence in this case is that while the tenant did given written notice that notice is undated and the landlord did not receive it until July 3, 2011. Therefore based on the undisputed evidence of the landlord I will allow the landlord's claim for loss of rent for the notice period in the sum of \$1,100.00.

Further, based on the undisputed evidence of the landlord, I will allow her claim for cleaning costs in the sum of \$142.50.

Filing Fees

As the landlord has been successful in this claim, I find that the landlord is entitled to recover the filing fees paid for this application.

Security Deposit

As the landlord has been awarded a monetary Order I will allow the landlord to retain the security deposit and interest accrued (if any) in partial satisfaction of the monetary award made.

Calculation of total Monetary Award

Rent for Notice period (August 2011)	\$1,100.00
Damages and Cleaning costs	142.50
Filing Fees for the cost of this application	50.00
Less security deposit (paid July 2010 – no interest accrued)	-550.00
Total owing by the tenant to the landlord	\$742.50

Conclusion

The landlord is provided with a formal copy of an order for the total monetary award as set out above. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Provincial Court of British Columbia.

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: November 07, 2011.

Residential Tenancy Branch