



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MND, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

In reviewing the particulars of the application, I find that the aspect of the application identified as *compensation for damage to the unit, site or property* (MND), was intended to be *compensation for damage or loss under the Act, Regulation or tenancy agreement* (MNDC).

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from April 1, 2011 to March 31, 2012. Monthly rent of \$1,200.00 is payable in advance on the first day of each month, and a security deposit of \$600.00 was collected. While there is not a copy in evidence, the parties agree that a move-in condition inspection report was completed at the outset of tenancy.

The tenant gave notice on September 30, 2011 to end the tenancy effective October 31, 2011. Thereafter, she vacated the unit on October 28, 2011. A move-out condition inspection and report were completed on October 28, 2011. The landlord's agent testified that new renters were found for the unit effective from February 1, 2012.

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(2) A tenant may end a fixed term 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,
- (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and
- (c) 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 affirmed testimony of the parties, and in the absence of any disagreement by the tenant around the landlord's lawful entitlement to recover compensation described in the application, the particular aspects of the application and my findings are set out below.

\$ 300.00: liquidated damages assessed for breaking lease (pursuant to the tenancy agreement);

\$3,600.00: loss of rental income for the 3 months of November & December 2011 and January 2012 (3 x \$1,200.00) pursuant to section 45 of the Act;

\$ 140.00: carpet cleaning

\$ 50.00: window cover cleaning

\$ 100.00: filing fee

Total: \$4,190.00

As detailed above, I find that the landlord has established entitlement to \$4,190.00. I order that the landlord retain the security deposit of \$600.00 and I hereby issue a monetary order for the balance owed of \$3,590.00 (\$4,190.00 - \$600.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$3,590.00**. 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*.

Dated: January 27, 2012.

Residential Tenancy Branch