



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### Introduction

This hearing was scheduled in response to the landlord's original application for an order of possession / a monetary order as compensation for unpaid rent or utilities / and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony.

Despite being served by way of registered mail with the application for dispute resolution and notice of hearing (the "hearing package"), the tenant did not appear. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail.

The landlord's agent's request during the hearing to amend the original application to include an application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement, in addition to retention of the security deposit was granted. Further, as the tenants vacated the unit subsequent to the filing of the application, the landlord's agent withdrew the application for an order of possession.

### 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 November 1, 2011 to October 31, 2012. Monthly rent of \$1,360.00 is payable in advance on the first day of each month, and a security deposit of \$680.00 was collected. A move-in condition inspection and report were completed at the start of tenancy.

The landlord issued a 10 day notice to end tenancy for unpaid rent dated January 3, 2012. The notice was posted on the door on that same date. A copy of the notice was submitted in evidence. Subsequently, the tenant made no further payment toward rent,

and ultimately vacated the unit on February 2, 2012, at which time a move-out condition inspection and report were completed. The tenant provided the landlord with a forwarding address and as a result of advertising the landlord found new renters effective March 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](http://www.rto.gov.bc.ca)

Section 45 of the Act addresses **Tenant's notice**, and provides in part as follows:

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 the affirmed / undisputed testimony of the landlord's agent, I find that the tenant agreed to make payment of monthly rent for the entire fixed term of tenancy from November 1, 2011 to October 31, 2012. However, I further find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated January 3, 2012. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. Thereafter, the tenant vacated the unit on February 2, 2012.

As for the monetary order, I find that the landlord has established a claim of \$3,380.00, which is comprised as follows:

\$ 10.00: balance of unpaid rent for December 2011  
\$1,360.00: unpaid rent for January 2012  
\$ 25.00: fee assessed for late payment of January's rent

\$1,360.00: loss of rental income for February 2012

\$ 575.00: miscellaneous costs as set out immediately below:

- \$ 20.00: replacement of laundry card
- \$ 80.00: replacement of 3 separate keys
- \$200.00: repairs to various damage
- \$175.00: cleaning required in the unit
- \$100.00: carpet cleaning

\$50.00: filing fee.

I order that the landlord retain the security deposit of \$680.00, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$2,700.00 (\$3,380.00 - \$680.00).

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of \$2,700.00. 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: February 13, 2012.

---

Residential Tenancy Branch