



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 (loss of rental income) / compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. The landlord's agent participated and gave affirmed testimony.

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

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 month-to-month tenancy began on November 1, 2010. Monthly rent of \$900.00 was payable in advance on the first day of each month and a security deposit of \$450.00 was collected. A move-in condition inspection and report were completed on November 1, 2010.

The tenants gave verbal notice on November 15, 2011 of their intent to end the tenancy effective at the end of November 2011. A move-out condition inspection and report were completed on December 1, 2011. The tenants provided their forwarding address on the move-out condition inspection report. Further, by way of signature on the move-out condition inspection report, the tenants consented to the landlord's retention of \$60.00 from the security deposit for cleaning required in the unit.

The current landlord took over responsibility for managing the unit in approximately September 2011, which is after the start date of this particular tenancy. Following the end of this tenancy the landlord determined that certain repairs / renovations were

required in the unit before it was suitable to be re-rented. The repairs / renovations deemed necessary were completed around mid-December 2011. Despite advertising, new renters have not yet been found for the unit.

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 addresses **Tenant's notice**, and provides in part:

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.

Section 52 of the Act speaks to **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.

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that notice given by the tenants to end tenancy does not comply with the above statutory provisions. Accordingly, I find that the landlord has established

entitlement to unpaid rent (loss of rental income). I find that this entitlement is limited to \$450.00, which is one half month's rent for December 2011 ($\$900.00 \div 2$). This entitlement is limited as a result of the landlord's determination that certain repairs / renovations were required in the unit after the subject tenancy ended, in order to make it suitable for new renters. There is insufficient evidence that the subject tenants were responsible for the repairs / renovations.

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I also find that the landlord has established entitlement to cleaning costs in the amount of \$60.00.

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

In summary, I find that the landlord has established a total entitlement of \$560.00 ($\$450.00 + \$60.00 + \50.00). I order that the landlord retain the security deposit of \$450.00, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$110.00 ($\$560.00 - \450.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of \$110.00. Should it be necessary, this order may be served on the tenants, 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 24, 2012.

Residential Tenancy Branch