



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Agents for the landlord participated in the hearing and gave affirmed testimony. Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail, the tenant did not appear. Evidence provided by the landlord includes the Canada Post tracking number for the registered mail.

Evidence provided by the landlord also includes the Canada Post tracking number for additional documentary evidence mailed to the tenant by way of 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 fixed term of tenancy is from March 1, 2012 to February 28, 2013. Monthly rent of \$840.00 and parking in the amount of \$35.00 (total: \$875.00) are both due and payable in advance on the first day of each month. A security deposit of \$420.00 was collected, as was a \$120.00 (2 x \$60.00) deposit for 2 remote control garage door openers. A move-in condition inspection report was completed on March 2, 2012 with the participation of both parties.

Rent was paid up to the end of May 2012, and on June 5, 2012 the tenant informed the landlord that she was vacating the unit. A move-out condition inspection report was completed with the participation of both parties on June 5, 2012, at which time the tenant provided her forwarding address. The 2 remote control garage door openers were not returned.

After advertising, the landlord succeeded in finding new renters for the unit effective August 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 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.

Section 7 of the Act speaks to **Liability for not complying with this Act or a tenancy agreement**, and provides in part:

7(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agents, I find that the tenant's manner of ending the tenancy does not comply with the above statutory provisions. Further, I find that the landlord undertook to mitigate the loss of rental / parking income by advertising for new renters in a timely fashion. In summary, I find that the landlord has established entitlement to a claim of \$2,220.00, which is calculated as follows:

\$875.00: *unpaid rent & parking for June 2012*

\$875.00: *unpaid rent / loss of rental income & parking for July 2012*

\$250.00: *lease break fee (per the tenancy agreement)*

\$120.00: *(2 x \$60.00) unreturned remote control garage door openers*

\$100.00: *filing fee*

I order that the landlord retain the security deposit of \$420.00 and the remote control garage door openers deposit of \$120.00 (total: \$540.00), and I grant the landlord a monetary order for the balance owed of \$1,680.00 (\$2,220.00 - \$540.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,680.00**. 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: August 13, 2012.

Residential Tenancy Branch