



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNR; MNSD; FF

### **Introduction**

This is the Landlords' application for a Monetary Order for unpaid rent and loss of revenue, to retain the security deposit in partial satisfaction of their monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlords' agent gave affirmed testimony at the Hearing.

The Landlords' agent testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail, to the forwarding address given by the Tenant, on June 15, 2012. The Landlords provided the receipt and tracking numbers for the registered documents.

Based on the affirmed testimony of the Landlords' agent and the documentary evidence provided by the Landlords, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

### **Issues to be Decided**

- Are the Landlords entitled to a Monetary Order for unpaid rent for June and loss of revenue for June, 2012?
- May the Landlords apply the security deposit in partial satisfaction of their monetary award?

### **Background and Evidence**

The Landlord's agent gave the following testimony and evidence:

Monthly rent is \$950.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$450.00 on May 1, 2009.

On May 17, 2012, the Tenant gave the Landlords notice that he was ending the tenancy effective May 27, 2012. The Landlords provided a copy of the Tenant's notice to end the tenancy in evidence.

The Tenant did not pay rent for the month of May, 2012. The Tenant did not give sufficient notice, so the Landlords were not able to re-rent the rental unit for June 1, 2012. The rental unit was re-rented July 1, 2012.

### **Analysis**

I accept the Landlords' agent's undisputed affirmed testimony in its entirety.

Section 45 of the Act requires a tenant to provide written notice to end a month-to-month tenancy on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement. Therefore, I find that the Tenant did not provide the Landlords with sufficient notice to end the tenancy and that the earliest date the Tenant could have ended the tenancy was June 30, 2012. I further find that the Landlords suffered a loss of revenue as a result of the Tenant's breach of Section 45 of the Act.

I find that the Landlords are entitled to unpaid rent for the month of May, 2012, and loss of revenue for the month of June, 2012.

Pursuant to the provisions of Section 72(2)(b) of the Act, the Landlords may apply the security deposit towards partial satisfaction of the Landlords' monetary award. No interest has accrued on the security deposit.

The Landlords have been successful in their application and I find that they are entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I hereby provide the Landlords a Monetary Order, calculated as follows:

Unpaid rent and loss of revenue (\$950.00 x 2)	\$1,900.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,950.00
Less security deposit	<u>- \$450.00</u>
<b>TOTAL AMOUNT DUE TO THE LANDLORDS AFTER SET-OFF</b>	<b>\$1,500.00</b>

### **Conclusion**

I hereby provide the Landlords a Monetary Order in the amount of \$1,500.00 against the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: September 05, 2012.

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Residential Tenancy Branch