



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD and FF

Introduction

This hearing was convened on the landlord's application of October 17, 2012 seeking a monetary award for unpaid rent and loss of rent after the tenant vacated the rental unit without having given proper notice. The landlord also sought recovery of the filing fee for this proceeding and authorization to retain the security and pet damage deposits in set off against the balance owed.

Despite having been served with the Notice of Hearing in person on October 25, 2012, the tenant did not call in to the number provided to enable his participation in the telephone conference call proceeding.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to monetary award for the claims submitted and in what amounts.

Background, Evidence and Analysis

This tenancy began on August 1, 2012. Rent was \$1,100 per month and the landlords holds security and pet damage deposits of \$550 and \$100 respectively.

During the hearing, the attending landlord submitted into evidence a letter dated October 13, 2012 acknowledging having received the tenant's notice to end the tenancy on October 31, 2012 and recording that the tenant's rent was in arrears by \$2,100.

The tenant signed the letter acknowledging the indebtedness and the late notice.

The landlord stated that the tenant did vacate on October 31, 2012 without providing a forwarding address or participating in a move-out condition inspection. On confirming the late notice, she had immediately begun advertising the rental unit on three websites and posting the vacancy on public bulletin boards in the community.

The landlord stated that she had not been able to find a new tenant for November 2012 and the suite remained vacant at the time of the hearing. Therefore, the landlords claim loss of rent for November 2012 on the grounds of late notice.

The landlords submitted a copy of the rental agreement, move-in condition inspection report and copies of the receipts for payments made by the tenant in support of their claims on which I find as follows:

Rent shortfall for September 2012 - \$1,000. This claim is verified by the tenant's signature on the landlord's letter and a receipt showing that the tenant paid \$100 of the September rent on the 27th and carried a balance of \$1,000. The claim is allowed in full.

Rent for October 2102 - \$1,100. This claim is verified by the tenant's signature on the landlord's letter and it is allowed in full.

Loss of rent for November 2012 - \$1,100. Section 45 of the *Act* provides that a tenant may end a month to month tenancy by giving written notice on a day before the rent due date of the rental period at the end of which the tenancy is to end. I accept the evidence of the landlords that the tenant did not given written notice to end the tenancy before September 30, 2012 as required. Therefore, pursuant to section 7 of the *Act*, the tenant must compensate the landlords for the loss of rent arising from the breach of the notice requirement. The claim is allowed in full.

Filing fee - \$50. As the application has succeeded on its merits, I find that the landlords are entitled to recover the filing fee for this proceeding from the tenant.

Security and pet damage deposits – \$550 + 100 = \$650. As authorized under section 72 of the *Act*, I hereby order that the landlords retain the security and pet damage deposits in set off against the balance owed.

Thus, I find that the landlords are entitled to a monetary award calculated as follows:

Award to Landlord		
Rent shortfall for September 2012	\$1,000.00	
Unpaid rent for October 2012	1,100.00	
Loss of rent for November 2012	1,100.00	
Filing fee	<u>50.00</u>	
Sub total	\$3,250.00	\$3,250.00
Tenants' Credits		
Security deposit (No interest due)	\$ 550.00	
Pet damage deposit (No interest due)	<u>100.00</u>	
Sub total	\$ 650.00	<u>- 650.00</u>
TOTAL (Balance remaining owed to landlord)		\$2,600.00

Conclusion

In addition to authorization to retain the security and pet damage deposits in set off, the landlords' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for **\$2,600.00** for service on the tenant.

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 16, 2013

Residential Tenancy Branch

