



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DD AQUISITION PARTNERSHIP c/o GATEWAY PROPERTY
MANAGEMENT CORP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid rent; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and procedural matters

The landlord identified a male and female co-tenant in filing this application; however, only the female tenant appeared at the hearing. The landlord submitted that two hearing packages were sent to the respondents using the forwarding address for the female tenant. The female tenant confirmed that the male respondent does not reside with her but that she had delivered the registered mail notice card to him. I noted that only the female tenant had signed the written tenancy agreement. I amended the application to exclude the male respondent as I was not satisfied he had entered into a tenancy agreement with the landlord.

Issue(s) to be Decided

1. Is the landlord entitled to monetary compensation for unpaid rent and carpet cleaning in the amounts claimed?
2. Is the landlord authorized to retain the security deposit?

Background and Evidence

The month-to-month tenancy commenced January 1, 2012 and the tenant paid a security deposit of \$400.00. The monthly rent was \$850.00 payable on the 1st day of every month on a month-to-month basis.

The landlord is seeking to recover unpaid and/or loss of rent for the month of February 2013 in the amount of \$850.00 plus \$100.80 for carpet cleaning. The tenant had no objection to paying for carpet cleaning.

With respect to the landlord's claim for unpaid and/or loss of rent, the landlord submitted that the tenant did not give sufficient notice to end the tenancy and vacated the apartment on February 1, 2013. The unit was not re-rented until May 1, 2013 although the landlord's claim is limited to one month of loss of rent.

The tenant submitted that in early January 2013 she contacted the manager and informed him that she and her boyfriend (the male occupant) had broken up and that the male occupant would be staying in the rental unit. Then in mid-January 2013 the tenant's ex-boyfriend informed the tenant he would not be staying. The tenant in turn informed the manager of this, she cleaned the apartment, and returned possession of the unit to the landlord on January 20, 2013.

The manager testified that the male occupant did not come forward to enter into a tenancy agreement with the landlord. The landlord did not receive written notice to end the tenancy from the tenant and the verbal notice was insufficient.

The tenant stated that physical abuse at the hands of the male occupant was the reason she had to leave so quickly and could not continue to reside in the unit.

Analysis

Where a tenant wishes to end a month-to-month tenancy the tenant must give the landlord one full month of written notice under section 45 of the Act. The tenant did not do so in this case. While I appreciate the unfortunate circumstances the tenant found herself in, the circumstances do not exempt her from her legal obligation to give sufficient notice to the landlord and do not form a basis to cause a loss for the landlord. Therefore, under the Act, I find the landlord entitled to recover loss of rent for the month of February 2013 from the tenant in the amount of \$850.00.

As the tenant was agreeable to the carpet cleaning charge of \$100.80 I grant that amount to the landlord as well.

Given the landlord's application had merit I further award the \$50.00 filing fee to the landlord.

The landlord is authorized to retain the tenant's security deposit in partial satisfaction of the unpaid and/or loss of rent.

In light of the above, the landlord is provided a Monetary Order in the net amount calculated as follows:

Unpaid / Loss of Rent – February 2013	\$ 850.00
Carpet cleaning	100.80
Filing fee	50.00
Less: security deposit	<u>(400.00)</u>
Monetary Order	\$ 600.80

To enforce the Monetary Order it must be served upon the tenant and it may be filed in Provincial Court (Small Claims) to enforce as an Order of the court as necessary.

Conclusion

The landlord has been authorized to retain the tenant's security deposit and has been provided a Monetary Order for the balance of \$600.80 to serve and enforce as necessary.

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: May 31, 2013

Residential Tenancy Branch

