



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capital Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MND, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord's agent attended and gave affirmed testimony.

The landlord's agent testified that the application for dispute resolution and notice of hearing (the "hearing package") was served on the tenant by way of Canada Post regular mail. Despite this, the tenant did not appear.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the year-long fixed term of tenancy began in January 2013. Monthly rent is \$600.00, and a security deposit of \$300.00 was collected. A move-in condition inspection report was not completed.

After giving notice, the tenant vacated the unit sometime in June 2013 and rent was paid to the end of June. A move-out condition inspection report was not completed. The landlord's agent testified that the tenant provided his forwarding address by way of text message on or about July 16, 2013. The landlord's application for dispute resolution was filed on July 17, 2013.

The landlord's agent testified that as a result of damage done by the tenant, costs were incurred in the total amount of \$185.00 for "door lock repair." However, there is no receipt in evidence in support of this cost.

Despite on-line advertising the landlord's agent testified that 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 speaks to **Tenant's notice**, 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 addresses **Liability for not complying with this Act or a tenancy agreement**:

7(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

(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 landlord's application for dispute resolution and the affirmed / undisputed testimony of the landlord's agent, I find that the tenant ended tenancy and vacated the unit in June 2013 without providing proper notice according to the Act, as above. I also find that the landlord undertook to mitigate the loss of rental income by advertising for new renters in a timely fashion following receipt of the tenant's notice. In the result, I find that the landlord has established entitlement to compensation in the total amount of **\$650.00**, as follows:

\$600.00: *loss of rental income for July 2013*

\$50.00: *filing fee*

I order that the landlord retain the security deposit of **\$300.00**, and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$350.00** (\$650.00 - \$300.00).

In the absence of either a receipt for costs related to "door lock repair," or the comparative results of move-in and move-out condition inspection reports, the landlord's application to recover \$185.00 for "door lock repair" is hereby dismissed.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$350.00**. 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 26, 2013

Residential Tenancy Branch

