



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The tenancy began on December 1, 2011 and ended on May 30, 2013. The tenants were obligated to pay \$835.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$405.00 security deposit. I address the landlord's claims and my findings around each as follows.

As the landlord is the sole applicant in this matter I address his claims and my findings as follows:

**Landlords Claim-** The landlord is seeking \$835.00 for loss of revenue for the month of June 2013 due to the tenants' short notice. The landlord stated that the tenant was on a month to month tenancy agreement. The landlord stated that the tenant gave verbal

notice on May 28, 2013 that she would vacate by the end of the month. The landlord was unable to re-rent the unit for the month of June 2013. The landlord used print and online media as well as posting signs on the building in attempts to rent it. The tenant stated that she gave notice to the landlords' manager in the second week of May 2013. The tenant stated that she was aware of the short notice but felt she had not other options as she and her son had been the target of abuse, threats, harassment and an assault. The tenant stated that she felt that she should be entitled to some compensation for having to endure this situation while the landlord sat and did nothing. It was explained to the tenant that as the landlord is the sole applicant this decision will deal with only the application before me. It was explained to the tenant that if the tenant and landlord have unresolved issues that cannot be settled she was at liberty to file her own separate application for a dispute resolution hearing. The tenant indicated that she understood and appreciated the explanation of the process.

Section 52 of the Act addresses the issue before me:

**52** In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

The tenant acknowledged the notice was late and in a verbal form contrary to the Act. Based on the above I find the landlord is entitled to the loss of revenue of \$835.00 for the month of June 2013.

The landlord has established a claim for \$835.00. I order that the landlord retain the \$405.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$480.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order in the amount of \$480.00.

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 16, 2013

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Residential Tenancy Branch

