



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mountain Village Management Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR, MNSD

### Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / and retention of the security deposit plus accrued interest. Both parties attended and gave affirmed testimony.

### 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, the tenancy began on February 25, 2006. Monthly rent and parking are both due and payable in advance on the first day of each month. Rent at the start of tenancy was \$1,130.00, and parking was \$20.00. By the end of tenancy, rent was \$1,380.00 and an additional fee for parking was no longer being assessed. A security deposit of \$565.00 was collected at the start of tenancy.

The tenants gave written notice on July 18, 2013, of their intent to end tenancy effective July 31, 2013. Subsequently, the tenants vacated the unit on July 31, 2013 at which time a "Tenant's suite inspection, key and security deposit report" was completed with the participation of both parties. The tenants provided their forwarding address on the "report." The landlord filed an application for dispute resolution on August 14, 2013.

The landlord's agent testified that online and local newspaper advertising is routinely undertaken for vacancies in the building. In the case of this particular unit, new renters were not found until effective August 30, 2013.

The landlord's agent confirmed that no charges were assessed against the tenants for cleaning or damage in the unit. However, the landlord's agent also testified that the unit

was repainted, carpet was replaced, new kitchen countertops were installed, and some old appliances were replaced after these tenants vacated the unit. In the result, the landlord seeks only to retain the security deposit plus accrued interest in order to partially offset the loss of rental income for August 2013.

### 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](http://www.rto.gov.bc.ca)

The attention of the parties is drawn to the following particular sections of the Act:

Section 45 of the Act speaks to **Tenant's notice**, and provides in part as follows:

45(1) A tenant may end a periodic 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, and

(b) 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 documentary evidence and testimony, I find that the tenants' manner of giving notice to end the periodic tenancy does not comply with the above statutory provisions. I further find that the landlord undertook to mitigate the loss of rental income by advertising for new renters in a timely fashion. I also find that the landlord's

application for compensation reflects consideration of time taken after the end of tenancy to upgrade the unit following years of normal wear of tear.

While the tenants stated at the outset of the hearing that they had some misgivings about the landlord's application, by the end of the hearing the tenants testified that they do not dispute the landlord's application.

### Conclusion

Following from all the above I order that the landlord retain the tenants' security deposit of \$565.00 plus accrued interest of \$19.56 [total: **\$584.56**], in order to partially offset the loss of rental income for August 2013.

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: November 15, 2013

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Residential Tenancy Branch

