



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the landlords application for a Monetary Order for unpaid rent or utilities; for an Order permitting the landlord to keep all or part of the tenants security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

The tenant and landlord attended the conference call hearing and gave sworn testimony. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent or utilities?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the landlord permitted to keep all or part of the security deposit?

Background and Evidence

The parties agree that this tenancy started on September 01, 2013 for a month to month tenancy. Rent for this unit was \$705.00 per month and was due on the first day of each month in advance. The tenant paid a security deposit of \$417.00 on August 23, 2008.

The landlord testifies that the tenant gave written Notice to end the tenancy. The landlord testifies that this Notice was not received until July 31, 2013 and had an effective date of August 05, 2013. The tenant vacated the unit and a move out inspection was conducted on August 06, 2013. The tenant failed to pay rent for August and did not provide sufficient notice to end the tenancy as required under the *Act*.

The landlord testifies that they had to remove the tenant's abandoned belongings from the unit and then start to show the unit to prospective tenants as advertisements are run for the building on a consistent basis. The unit was not re-rented during August. The landlord seeks to recover rent for August of \$705.00.

The landlord testifies that the tenant had not paid utilities of \$408.89. However the landlord withdraws this section of the claim at this time as they have not been able to determine if the tenant has made any payments towards the utilities.

The landlord testifies that they had requested to recover the cost for carpet cleaning of \$75.00 but withdraw this section from their claim.

The landlord testifies that the tenant did leave a large couch, dining chairs, an office chair and some shelving at the unit. The landlord had to dispose of this furniture and seek to recover the standard disposal charge of \$50.00.

The landlord seeks an Order to keep the security deposit of \$417.00 to offset against this monetary claim. The landlord also seeks to recover the \$50.00 filing fee.

The tenant testifies that she actually provided notice to the landlord on July 16, 2013. The landlord already knew the tenant was moving to a three bedroom unit as the tenant's new landlord had contacted this landlord for a reference earlier in July.

The tenant testifies that she has made some payments towards the utility bills and still owes around \$200.00. The tenant testifies that she has set up an arrangement for the utilities to be paid back.

The tenant testifies that she did clean the carpets when she moved out but agrees that she did leave some furniture in the unit. The tenant states that she does not dispute the landlord's claim of \$50.00 to remove this furniture.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. Section 45 of the *Act* states:

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.

Consequently, I find that whether or not the tenant gave the landlord written Notice on July 16 or July 31, 2013 the Notice given to end the tenancy on August 05, 2013 is still considered to be a late Notice and consequently I find the tenant is therefore responsible for the rent for August, 2013 of **\$705.00**. The tenants claim that the landlord would have been aware that she was moving as had provided a referral for the tenant to the new landlord has not been considered as it is the tenant's responsibility to provide written Notice to her landlord.

The tenant does not dispute that she left furniture in the unit or the landlords claim for \$50.00 to remove these items. Consequently I find the landlord is entitled to recover **\$50.00** from the tenant.

I Order the landlord to keep the security deposit of **\$417.00** pursuant to s. 38(4)(b) of the *Act*. This amount has been offset against the landlord's monetary claim. I further find the

landlord is entitled to recover the **\$50.00** filing fee pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord for the following amount:

Unpaid rent for August	\$705.00
Disposal of furniture	\$50.00
Filing fee	\$50.00
Less security deposit	(-\$417.00)
Total amount due to the landlord	\$388.00

Conclusion

I HEREBY FIND in favor of the landlord's amended monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$388.00**. The Order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

The landlord is at liberty to reapply for unpaid utilities should the landlord determine that the utilities have not been paid or an arrangement to pay has not been made by 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: November 15, 2013

Residential Tenancy Branch

