



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent and the tenant.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for lost revenue; for cleaning; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 45, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on October 22, 2011 for a 6 month fixed term tenancy beginning on November 1, 2011 that converted to a month to month tenancy on May 1, 2012 for a monthly rent of \$900.00 due on the 1<sup>st</sup> of each month with a security deposit of \$450.00 paid.

While there was some dispute on the actual date that the tenants provided the landlord with the notice of their intention to vacate the rental unit the parties agree the tenant's notice was dated and received by the landlord on or after September 1, 2013.

The landlord submits that they had not been able to rent the unit for the month of October despite having advertised the unit online beginning September 3, 2013. The landlord seeks compensation for lost revenue for the month of October 2013.

The tenant submits that the landlord had not, at any time, after they received the tenant's notice inform the tenant that the notice was not compliant with the requirements set forth in the *Act* related to the timing of giving notice.

The landlord testified their usual practice is to inform a tenant when the tenant has provided the landlord with a non-compliant notice to end tenancy is to inform the tenant that they may be responsible for the payment of the following month's rent should the landlord not be able to re-rent the unit for that period. The landlord submits that this notification did not occur in this case.

The parties also agree the tenant had agreed to a \$50.00 charge for cleaning the rental unit as per the submitted documentary evidence.

### Analysis

Section 45(1) of the *Act* stipulates that a tenant may end a tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Section 45(3) states that if a landlord has failed to comply with a material term of the tenancy agreement and has not corrected the situation within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

While I accept the landlord varied from their usual practice of informing the tenant that he had provided a "short-notice" I find there is no obligation under the *Act* for the landlord to provide such notification. In fact, it is incumbent upon the tenant to know their obligations under the *Act* when wanting to end their tenancy.

As such, I find the tenant is responsible for the payment of rent for the month of October 2013 subject only to the landlord's obligation to mitigate their loss. I am satisfied from the evidence and landlord's testimony that the landlord took reasonable steps to re-rent the unit beginning within a reasonable time after receiving the tenant's notice to end the tenancy.

As the parties had previously agreed the tenant is responsible for the \$50.00 cleaning charge I grant this amount to the landlord.

### Conclusion

Based on the above, I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,000.00** comprised of \$900.00 rent owed; \$50.00 cleaning and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$450.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$550.00**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: January 28, 2014

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Residential Tenancy Branch

