



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNSD & MNDC

Introduction

A hearing was conducted by conference call in the presence of the applicants and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the tenant by mailing, by registered mail to the forwarding address provided by the tenant on October 10, 2013. The landlord testified the tenant acknowledged receipt of the documents on October 16, 2013. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy started on November 12, 2012. The rent was initially set at \$800 but it was increased to \$850 after the tenant's girlfriend began living in the rental unit. The tenant paid a security deposit of \$400 at the start of the tenancy.

On September 12, 2013 the tenant gave the landlords notice that he was vacating the rental unit at the end of September. The tenant vacated on September 30, 2013. The landlords were not able to rent the premises until October 26, 2013 despite advertising and sufficiently attempting to mitigate their loss.

Monetary Order and Cost of Filing fee

With respect to each of the landlords' claims I find as follows:

- a. The Residential Tenancy Act provides that where a tenant wishes to end a month to month tenancy the tenant must give the landlord a clear month written notice on or before the end of the rental payment period to be effective at the end of the ensuing rental payment period. Thus the notice given by the tenant on September 12, 2013 was not sufficient to end the tenancy on September 30, 2013. The Act self corrects an incorrect notice to the next month. The tenant is responsible for the rent for October subject to the landlord's obligation to mitigate. The landlord sufficiently attempted to mitigate and was able to re-rent the premises with the new tenants taking possession on October 26, 2013. I determined the landlords are entitled to \$685 for loss of rent for October (25 days divided by 31 days for October multiplied by the rent of \$850 = \$685).
- b. I determined the landlords are entitled to \$89.62 for the tenant's share of the Shaw bill.
- c. I determined the landlords are entitled to \$125 for the cost of carpet cleaning, furniture cleaning, oven cleaning and garbage removal.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$899.62 plus the \$50 filing fee for a total of \$949.62.

Security Deposit

I determined the security deposit plus interest totals the sum of \$400. **I determined the landlord is entitled to retain this sum. I ordered the landlord may retain this sum**

thus reducing the amount outstanding under this monetary order to the sum of \$549.62.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: January 08, 2014

Residential Tenancy Branch

