



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MND, MNDC, MNR, MNSD, FF

### **Introduction**

This Hearing was convened to consider the Landlord's Application for Dispute Resolution seeking a monetary award for unpaid rent and damages; compensation for damage or loss under the Act, regulation or tenancy agreement; to apply the security deposit in partial satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenants.

The parties gave affirmed testimony at the Hearing.

It was determined that the Landlord served the Tenants with the Notice of Hearing documents by registered mail.

### **Issues to be Decided**

Is the Landlord entitled to a monetary award pursuant to the provisions of Section 67 of the Act? If so, may the Landlord apply the security deposit towards his monetary award?

### **Background and Evidence**

The Tenants moved into the rental unit on October 1, 2013. Rent was \$900.00 a month, due on the last day of each month. The Tenants paid a security deposit in the amount of \$450.00 at the beginning of the tenancy.

On December 1, 2013, the Tenant TW sent the Landlord an e-mail advising that the Tenants were ending the tenancy effective the end of December, 2013. TW testified that he did not have a mailing address for the Landlord, so he had no other way of giving notice. TW stated that "A" gave them a copy of the tenancy agreement and the Condition Inspection Report, so the Tenants gave "A" their contact information.

The Landlord seeks a monetary award in the amount of \$900.00 for January's rent. He stated that he advertised the rental unit on Craig's list, but was not able to rent it for January 1, 2014.

The Landlord also seeks \$212.00 for cleaning the rental unit at the end of the tenancy, \$77.00 for the cost of paint and repair, and \$45.00 for the removal of garbage. The Landlord did not provide any documentary evidence to support this part of his claim.

### **Analysis**

Section 45 of the Act requires a tenant to provide 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 52 of the Act provides that in order to be effective a notice to end tenancy must be in writing and be signed by the person giving the notice. In this case, I find that the Tenants' notice to end the tenancy was not an effective notice for two reasons. It was not provided in time to end the tenancy at the end of the December, and it was not in writing and signed by the Tenant(s). Based on the Tenants' testimony, I find that "A" acted as an agent for the Landlord and that the Tenants could have provided "A" with their notice to end the tenancy in writing, as required by the Act. I find that the Landlord is entitled to loss of revenue for the month of January, 2014, in the amount of **\$900.00**.

In a claim for damage or loss under the Act, the applicant has the burden of proof to establish their claim on the civil standard, the balance of probabilities. I find that the Landlord did not provide any documentary evidence to prove the remainder of his monetary claim. He did not provide copies of invoices, photographs, condition inspection reports, or any other documents that would prove that the Tenants damaged the rental unit or left it unclean at the end of the tenancy. Therefore, the remainder of his monetary claim is dismissed without leave to reapply.

Further to the provisions of Section 72 of the Act, the Landlord may apply the security deposit towards partial satisfaction of his monetary award.

The Landlord has been partially successful in his claim, and therefore I find that he is entitled to recover the cost of the filing fee from the Tenants.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Monetary award	\$900.00
Recovery of filing fee	\$50.00
Less security deposit	<u>&lt;\$450.00&gt;</u>
<b>TOTAL</b>	<b>\$500.00</b>

**Conclusion**

I hereby provide the Landlord with a Monetary Order in the amount of **\$500.00** for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims 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: May 09, 2014

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Residential Tenancy Branch