



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 FF, MNDC, MNSD

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlord. Both files were heard together.

The landlord's application is a request for a Monetary Order for \$1100.00, a request for recovery of the \$50.00 filing fee, and a request to retain the full security deposit of \$550.00 towards the claim.

The tenants application or is a request for a Monetary Order for \$1100.00, and a request for recovery of the \$50.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the landlord established a monetary claim against the tenant in the amount of \$1100.00?

Has the tenant established a monetary claim against the landlord in the amount of \$1100.00?

Did the tenant have the right to vacate the rental unit without the required one month notice?

Background and Evidence

A security deposit of \$550.00 was paid on July 28, 2013, and this tenancy began on August 1, 2013, with a monthly rent of \$1100.00.

This was a fixed term tenancy with an expiry date of January 31, 2014.

There is no clause in the tenancy agreement requiring that the tenant vacate on the expiry date of the tenancy agreement.

The tenant vacated the rental unit on January 31, 2014.

The landlord testified that:

- The tenant did not give the required one clear month Notice to End Tenancy, and as a result, even though they attempted to re-rent the unit, they lost the full rental revenue for the month of February 2014.
- They are therefore requesting that the tenant be held liable for that lost rental revenue.

The tenant testified that:

- She did not give the required one clear month Notice to End Tenancy; however she gave written notice on January 23, 2014, deposited in the landlord's mailbox.
- In February 2014 the landlord told her the unit had been rented, and therefore she believes the landlord should have returned her full security deposit.
- She vacated the rental unit on short notice due to the poor condition of the rental unit which included mould and insect issues.

In response to the tenants testimony the landlord testified that:

- On February 9, 2014 she did inform the tenant the unit had been re-rented, however it had been re-rented for March 1, 2014, but she was unable to get that information across to the tenant due to the tenants agitated condition.

Analysis

It is my finding that the tenant did not have the right to vacate the rental unit without giving the required one clear month Notice to End Tenancy.

The tenant claims that she vacated the rental unit due to the issues with mould and insect infestations, however there is nothing in her Notice to End Tenancy that makes mention of mould or insect issues.

Further the tenant has supplied no evidence to show that the landlord was ever informed of any problems with the rental unit.

The tenant also claims that the unit was re-rented in the month of February 2014, however she has provided no evidence in support of that claim, and the landlord has testified that the unit was re-rented for March 1, 2014.

The landlord did it state that she informed the tenant on February 9, 2014 that the unit had been re-rented, however the new tenancy was not to start until March 1, 2014.

Therefore since the tenant did not give the required one clear month Notice to End Tenancy, the tenant is liable for the lost rental revenue for the month of February 2014, and I therefore allow the landlords request for a Monetary Order for the outstanding rent and the request to retain the security deposit towards that claim.

I also allow the landlords request for recovery of the filing fee.

Conclusion

Pursuant to section 67 of the Residential Tenancy Act, I have allowed the landlords full claim of \$1150.00, and I therefore Order that the landlord may retain the full security deposit of \$550.00 and have issued a Monetary Order in the amount of \$600.00.

The tenant's application is dismissed in full without leave to reapply.

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 26, 2014

Residential Tenancy Branch

