



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Seaport Shopping Centre
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord's agent attended and gave affirmed testimony.

Despite service of the application for dispute resolution and notice of hearing by way of registered mail, neither tenant appeared. Evidence submitted by the landlord includes the Canada Post tracking numbers for the registered mail.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the month-to-month tenancy began on January 07, 2014. Monthly rent of \$1,250.00 is due and payable in advance on the first day of each month, and a security deposit of \$625.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

By email dated February 23, 2014, the tenants gave notice to end tenancy effective February 28, 2014. The tenants vacated the unit at different times and a move-out condition inspection report was completed by the landlord in the absence of either tenant. Tenant "CK" texted his forwarding address to the landlord on February 28, 2014. Tenant "MP's" forwarding address is the permanent address he provided on the tenancy agreement.

Arising from online advertising undertaken by the landlord, new renters were found effective from April 01, 2014.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, the various aspects of the landlord's claim and my findings are set out below.

\$1,250.00: *loss of rental income for March 2014*

Section 45 of the Act speaks to **Tenant's notice**, and provides in part:

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.

Section 7 of the Act addresses **Liability for not complying with this Act or a tenancy agreement**:

7(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

I find that the tenants failed to give notice to end the periodic tenancy as required by the Act, as above. I further find that the landlord undertook to mitigate the loss of rental income by advertising for new renters in a timely fashion. In the result, I find that the landlord has established entitlement to the full amount claimed.

\$365.00: (\$50.00 - *vacuuming of carpet* & \$315.00 - *carpet cleaning*)

Section 37 addresses **Leaving the rental unit at the end of a tenancy**, in part:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and...

Related documentary evidence includes the comparative results of move-in and move-out condition inspection reports, and a receipt. In summary, I find that the landlord has established entitlement to the full amount claimed.

\$50.00: *filing fee*

As the landlord has succeeded with this application I find that the landlord has established entitlement to recovery of the full filing fee.

Entitlement: \$1,665.00 (\$1,250.00 + \$365.00 + \$50.00)

I order that the landlord retain the security deposit of **\$625.00**, and I grant the landlord a **monetary order** for the balance owed of **\$1,040.00** (\$1,665.00 - \$625.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,040.00**. Should it be necessary, this order may be served on the tenants, filed in the 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: June 24, 2014

Residential Tenancy Branch

