



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MNDC, 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 / and recovery of the filing fee. The landlord attended and gave affirmed testimony. The tenant did not appear.

The landlord testified that the application for dispute resolution and notice of hearing (the "hearing package") was served on the tenant by way of registered mail. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "successfully delivered" on December 19, 2014. In the result, I find that the tenant was served with the hearing package in accordance with section 89 of the Act, which speaks to **Special rules for certain documents**.

Issue(s) to be Decided

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

Background and Evidence

The unit which is the subject of this dispute is located in the basement portion of a 3 level house. The landlord resides in the upstairs portion of the house.

Pursuant to a written tenancy agreement the month-to-month tenancy began on October 01, 2014. Monthly rent of \$675.00 is due and payable in advance on the first day of each month, and a security deposit of \$330.00 was collected. The landlord testified that a move-in condition inspection report was completed with the participation of both parties.

By letter dated November 24, 2014 the tenant gave notice to end tenancy effective "by the end of November, 2014." The landlord testified that a move-out condition inspection

report was completed with the participation of both parties on December 03, 2014. The landlord further testified that the tenant provided her forwarding address on the report. On December 03, 2014 the landlord also repaid the tenant's full security deposit of \$330.00. The landlord's online application for dispute resolution was originally filed on December 03, 2014, and was thereafter amended on December 05, 2014.

The landlord testified that online advertising for a new renter was begun almost immediately upon receipt of the tenant's notice. However, with the passage of time and in the absence of any success in finding a new renter, the landlord discontinued advertising and decided to leave the unit vacant for the present time.

Analysis

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

At the outset, the attention of the parties is drawn to section 45 of the Act which 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.

The attention of the parties is also drawn to section 7 of the Act which 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.

\$675.00: *loss of rental income for December 2014*

I find that the tenant's notice to end tenancy effective November 30, 2014 which was given by letter dated November 24, 2014, does not comply with the statutory provisions concerning tenant's notice, as above. I further find that the landlord attempted to mitigate the loss of rental income by advertising for new renters in a timely fashion. Accordingly, I find that the landlord has established entitlement to the full amount of lost rental income for December 2014 as claimed.

\$50.00: *filing fee*

As the landlord has succeeded with the principal aspect of the application, I find that the landlord has also established entitlement to recovery of the full filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$725.00** (\$675.00 + \$50.00). Should it be necessary, this order may be served on the tenant, 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: July 14, 2015

Residential Tenancy Branch

