



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNR, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlord's testimony is as follows. The tenancy began on March 1, 2012 and ended on April 30, 2015. The tenants were obligated to pay \$811.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$380.00 security deposit. Condition inspection reports were conducted at move in and move out. The landlord stated that on April 8, 2015 the tenants gave written notice that they would be moving out on April 30, 2015.

The landlord stated that the tenants were sent a letter advising them that if the landlord was unable to rent the unit for May 1, 2015, the tenants would be responsible for the rent for May 2015. The landlord stated that despite their attempts at advertising in the newspaper and on the internet, they were unable to rent the unit. The landlord stated that along with the loss of revenue for the month of May, they are seeking the recovery of the costs to clean the carpets in the amount of \$99.00. The landlord stated that the tenants agreed to the amount at the move out condition inspection. The landlord stated that they are also seeking the recovery of the filing fee.

The tenants gave the following testimony. The tenants stated that they gave notice because they had separated. The tenants stated that they forgot that they had to give one months' notice when moving out. The tenants stated the landlord didn't give them any options and feel that they shouldn't be responsible for a month's loss of revenue. The tenants stated that they do not dispute the carpet cleaning and are willing to pay for that.

Analysis

Section 45 of the Act addresses the issue before me as follows:

Tenant's notice

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.

In the tenants own testimony they conceded that they did not give the landlords one full month's notice to end their tenancy and I therefore find the tenants are in breach of Section 45 of the Act. Based on the above I find that the landlord is entitled to one month's loss of revenue of \$811.00.

In addition, based on the agreement of the tenants, I find that the landlord is entitled to the recovery of carpet cleaning costs of \$99.00.

The landlord is also entitled to the recovery of the \$50.00 filing fee.

Conclusion

In summary, the landlord has been successful in the following claims:

May Loss of Revenue	\$811.00
Carpet Cleaning	\$ 99.00
Filing Fee	\$50.00

	\$
Minus Security Deposit	\$ -380.00
	\$
Total:	\$580.00

The landlord has established a claim for \$580.00. I order that the landlord retain the deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$580.00. This order may be 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: November 19, 2015

Residential Tenancy Branch

