



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

On October 3, 2018, the Landlord submitted an Application for Dispute Resolution seeking a monetary order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement.

The matter was scheduled as a teleconference hearing. The Landlord and Tenant attended the hearing. At the start of the hearing I introduced myself and the participants. The Landlord and Tenant provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Landlord amended the application to correct the unit number of the dispute address. The Application is amended accordingly.

Issues to be Decided

- Is the Landlord entitled to compensation for money owed or damage or loss?
- Is the Landlord entitled to keep the security deposit in partial satisfaction of the claim?

Background and Evidence

The parties testified that the tenancy began on November 16, 2014. The Tenant was to pay the Landlord monthly rent in the amount of \$1,012.00. The Tenant paid the Landlord a security deposit of \$460.00. The Landlord provided a copy of the tenancy agreement. The Tenant moved out of the unit on September 30, 2018.

The Landlord testified that the Tenant did not give proper written notice to end the tenancy. The Landlord testified that on September 24, 2018, the Tenant gave written notice that she was moving out of the rental unit effective September 30, 2018.

The Landlord testified that the short notice did not give him enough time to rent the unit out for October 2018. The Landlord suffered a loss of rent for October 2018.

The Landlord is seeking compensation of \$1,012.00 and is looking to keep the security deposit of \$460.00 in partial satisfaction of the claim.

In reply, the Tenant provided testimony acknowledging that she did not provide the Landlord with proper notice to end the tenancy. The Tenant testified that the Landlord was not upholding his obligations under the Act to deal with her complaints regarding rodents and other pests. The Tenant testified that the Landlord took minimal action when dealing with her complaints.

The Tenant testified that the presence of mice and cockroaches was affecting her mentally so she had to move out.

The Tenant submitted that she did not apply for dispute resolution seeking an order for the Landlord to deal with the pest complaints.

The Landlord responded that the rodent problem was solved and that he never heard back from the Tenant.

Analysis

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows:

I find that the Tenant did not give a full months' notice to the Landlord as required under the Act. The Landlord is entitled to be put in the same position as if the Tenant did not breach the Act. I find that the Landlord was not able to rent the unit out for the month of

October 2018. I find that the Tenant is responsible to compensate the Landlord for the loss of October 2018, rent in the amount of \$1,012.00.

I authorize the Landlord to keep the security deposit of \$460.00 in partial satisfaction of the loss of rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was successful with his application, I order the Tenant to repay the \$100.00 of the fee that the Landlord paid to make application for dispute resolution.

The Landlord has established a monetary claim in the amount of \$1,112.00. After setting off the security deposit of \$460.00 towards the award of \$1,112.00, I grant the Landlord a monetary order in the amount of \$652.00. The monetary order must be served on the Tenant and may be enforced in the Provincial Court.

Conclusion

The Tenant gave improper written notice to end the tenancy. The Landlord was unable to rent the unit for October 2018.

I find that the Tenant owes the Landlord the balance of \$652.00 for the loss of October 2018 rent. I grant the Landlord a monetary order in the amount of \$ 652.00.

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: January 31, 2019

Residential Tenancy Branch