



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, FFL

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for authority to retain the tenant's security deposit, a monetary order for money owed or compensation for damage or loss under the Act, the tenancy agreement or the regulation, and for recovery of the filing fee paid for this application.

The landlord's agent and the tenant attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

The evidence was discussed and each party confirmed receiving the other's evidence in advance of the hearing.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary and photographic evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (the "Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary Issue

The tenant submitted that she received the landlord's application package and evidence; however, she also submitted that she did not receive the portion of the landlord's application which listed her monetary claim. After discussing the matter, the tenant agreed that she had an understanding of the nature and amount of the claim and said she was prepared to go forward with the hearing.

Additionally, I have listed only the landlord named in the written tenancy agreement on the style of cause page of this Decision. I have listed the appearing party for the landlord as a landlord's agent, as her name did not appear on the written tenancy agreement. The landlord's agent is the named landlord's spouse, and she will be referred to in this Decision as the landlord.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation from the tenant and to recover the filing fee paid for this application?

Background and Evidence

The landlord submitted that this month to month tenancy began on April 15, 2019, for a monthly rent of \$2,000.00 and a security deposit of \$1,000.00 being paid by the tenant.

The landlord's monetary claim is \$2,000.00, for loss of rent revenue for the month of June 2019, due to the tenant vacating the rental unit prior to providing the required notice.

In support of their application, the landlord submitted that the tenant emailed her notice to vacate on May 20, 2019, and when the landlord requested official notice in compliance with the Act, the tenant provided that notice on May 24, 2019. The landlord submitted that this insufficient notice caused a loss of rent revenue for June 2019, as there was no time to find new tenants.

Tenant's response-

The tenant did not dispute the landlord's testimony, but claimed to have reasons to end the tenancy early.

Analysis

After reviewing the relevant evidence, I provide the following findings, based upon a balance of probabilities:

Under section 45(1) of the Act, a tenant may end a month to month tenancy by giving the landlord notice to end the tenancy effective on a date that is at least one clear calendar month before the next rent payment is due and is the day before the day of the month that rent is payable. In other words, in this case, if the tenant wanted to end the tenancy by May 31, 2019, the latest day the tenant could provide written notice to end the tenancy is April 30, 2019.

In the case before me, as the undisputed evidence is that the tenant provided written notice on May 24, 2019, and vacated the rental unit sometime in May 2019, I find the tenant failed to comply with her obligation under the Act.

I find it reasonable that the landlord would be unable to find a new tenant for June 1, 2019, with just one week's notice. I therefore find the landlord submitted sufficient evidence to support their claim for loss of rent revenue for June 2019, and grant them a monetary award of \$2,000.00.

I grant the landlord recovery of their filing fee of \$100.00, due to their successful application and pursuant to section 72(1) of the Act.

Due to the above, I grant the landlord's application and find they are entitled to a total monetary award of \$2,100.00, comprised of loss of rent revenue of \$2,000.00 for June 2019, and the filing fee for \$100.00 paid for this application.

At the landlord's request, I direct them to retain the tenant's security deposit of \$1,000.00 in partial satisfaction of their monetary award of \$2,100.00.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due in the amount of \$1,100.00.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are subject to recovery from the tenant.

Conclusion

The landlord's application for monetary compensation is granted, they have been authorized to retain the tenant's security deposit of \$1,000.00 and they have been awarded a monetary order for the balance due, in the amount of \$1,100.00.

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: September 24, 2019

Residential Tenancy Branch