



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MNSD, MND, FF

Introduction

This hearing dealt with an application by the landlord pursuant to sections 67, 38 and 72 of the *Residential Tenancy Act*. The landlord applied for a monetary order for loss of income, cost of repairs and cleaning and the filing fee and to retain the security deposit in partial satisfaction of his claim.

The landlord testified that the notice of hearing and evidence package was served on the tenant on September 19, 2020 by registered mail to the forwarding address provided, by the tenant. The landlord provided proof of the tenant's request to mail all communication to the rental unit as she had obtained a mail forwarding service. The landlord also filed a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order to recover loss of income, cost of repairs and cleaning and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on December 23, 2017 and ended on August 22, 2020. The monthly rent was \$1,300.00 due in advance on the 22nd of each month. Prior to moving in the tenant paid a security deposit of \$650.00.

In an email dated August 14, 2020, the tenant informed the landlord that she would be moving out on August 22, 2020. The landlord stated that he requested the tenant to carry out a move out inspection, but she refused. The landlord testified that the unit had a strong odour of pet urine and despite his efforts to remove it, the odour lingered. The landlord filed an inspection report and photographs that confirm his description of condition of the rental unit and stated that he is still in the process of sanitizing the unit.

Since the landlord has not fully finished restoring the unit to a condition that it can be rented, I dismiss the landlord's claim for the cost of cleaning and repairs with leave to reapply. The landlord is applying for a monetary order in the amount of \$1,300.00 for loss of income plus \$100.00 for the filing fee.

Analysis

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

In this case, rent was due on the 22nd of each month and the tenant gave the landlord notice to end the tenancy on August 14, 2020. By providing notice on this date, the earliest the tenant could end the tenancy was September 22, 2020. Therefore, I find that the tenant did not give the landlord adequate notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of September 2020. Accordingly, I find that the landlord is entitled to \$1,300.00, which is the loss that he suffered.

Since the landlord has proven his case, I grant him the recovery of the filing fee of \$100.00 for a total established claim of \$1,400.00. I order that the landlord retain the security deposit of \$650.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance of \$750.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for **\$750.00**.

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: December 14, 2020

Residential Tenancy Branch