



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNRL-S, FFL

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for unpaid rent, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on September 24, 2020 the Dispute Resolution Package and the evidence the Landlord submitted to the Residential Tenancy Branch in September of 2020 were sent to the Tenant, via registered mail, at the service address noted on the Application. He stated that the Canada Post website shows that the Tenant signed for this package on September 30, 2020.

On the basis of the undisputed evidence, I find that the aforementioned documents were served in accordance with section 89 of the *Residential Tenancy Act (Act)*. As the documents were properly served to the Tenant, the evidence was accepted as evidence for these proceedings and the hearing proceeded in the absence of the Tenant.

The Landlord was given the opportunity to present relevant oral evidence and to make relevant submissions. He affirmed that he would provide the truth, the whole truth, and nothing but the truth at these proceedings.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent and to keep all or part of the security deposit?

## Background and Evidence

The Landlord stated that:

- the tenancy began on August 01, 2016;
- at the end of the tenancy the monthly rent was \$1,009.00;
- rent was due by the first day of each month;
- the Tenant paid a security deposit of \$475.00;
- the Tenant paid a pet damage deposit of \$475.00;
- on August 10, 2020 the Tenant informed him, via email, that he would be vacating the unit by August 30, 2020;
- shortly after receiving this notice to end the tenancy, he advertised the rental unit on two popular websites;
- the rental unit was vacated on August 30, 2020;
- he was able to re-rent the unit for November 01, 2020;
- he received no rent for September of 2020; and
- he is seeking compensation for lost revenue for September of 2020.

## Analysis

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 45 of the *Act* when he failed to provide the Landlord with written notice of his intent to end the tenancy on a date that is not earlier than one month after the date the Landlord received the notice and is the day before the date that rent is due. To comply with section 45 of the *Act*, the Tenant would have had to provide written notice to end the tenancy on, or before, July 31, 2020 if he wished to end this tenancy on August 30, 2020.

I find that the late notice to vacate made it difficult for the Landlord to find new tenants for the rental unit for the following month, as most people would have secured a tenancy for September 01, 2020 sometime prior to August 10, 2020. In spite of making reasonable efforts, I find that the Landlord was unable to find a new tenant for September 01, 2020 and that he lost rent revenue of \$1,009.00 for that month. As the late notice directly contributed to a loss of rental revenue for the month of September, I find that the Tenant must pay the Landlord \$1,009.00.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,109.00, which includes \$1,009.00 in lost revenue and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$950.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$159.00. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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 *Act*.

Dated: January 11, 2021

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Residential Tenancy Branch