

Decision

Dispute Codes: MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an application from the landlord for a monetary order as compensation for unpaid rent, damage or loss under the Act / regulation / tenancy agreement, retention of the security deposit, and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the tenant did not appear.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the year-long fixed term of tenancy commenced January 1, 2009. Rent in the amount of \$800.00 was payable in advance on the first day of each month, and a security deposit of \$400.00 was collected on December 27, 2008.

By way of handwritten note dated August 1, 2009, the tenant gave notice of her intent to vacate the unit. Thereafter, the tenant vacated the unit on or about August 5, 2009. Within days following her departure from the unit the tenant put a stop payment on her rent cheque for August 2009.

The landlord seeks compensation for unpaid rent for August 2009, recovery of liquidated damages pursuant to clause # 15 of the tenancy agreement (early termination of tenancy agreement), reimbursement of the cost of carpet cleaning, in addition to recovery of the filing fee.

Analysis

Section 45 of the Act speaks to **Tenant's notice** and provides in part, as follows:

45(2) A tenant may end a fixed term 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,
- (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and
- (c) 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.

The tenant's manner of ending the tenancy does not comply with the above.

Based on the documentary evidence and undisputed testimony of the landlord's agent, I find that the landlord has established a claim of \$1,089.25. This is comprised of \$800.00 in unpaid rent for August 2009, \$150.00 in liquidated damages, \$89.25 for carpet cleaning, in addition to the \$50.00 filing fee. I order that the landlord retain the security deposit of \$400.00 plus interest of \$00.08, and I grant the landlord a monetary order for the balance owed of \$689.17 (\$1,089.25 - \$400.08).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$689.17**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: December 21, 2009

Dispute Resolution Officer