

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent. The tenants did not attend.

The landlord provided written confirmation that both tenants were served with the notice of this hearing and their evidence in person on April 1, 2010 at 3:48 p.m. I am satisfied the tenants have been served in accordance with Section 89 of the *Residential Tenancy Act (Act)*.

At the outset of the hearing the landlord noted that the tenants were no longer at the dispute address and amended her application to exclude the matter of an order of possession from this hearing, as it is not required.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 38, 46, 55, 67, and 72 of the *Act*.

Background and Evidence

The tenancy began on February 1, 2008 as a month to month tenancy for a monthly rent of \$1,000.00 due on the 1st of the month. A security deposit of \$500.00 was paid on February 1, 2008.

The landlord has submitted the following documents into evidence:

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent dated November 16, 2009 with an effective vacancy date of November 30, 2009 for unpaid rent in the amount of \$3,000.00;
- A summary of the landlord's financial claim for damage to the oven door (\$65.45); 3 months' rent (\$3,000.00); bank charges (\$14.00); contracted work not completed (\$800.00) less credit for the security deposit (\$500.00) for a total claim of \$2,879.45;
- An email from a newly hired contractor to complete and correct any work completed by the tenant;

- A copy of a quote and contract signed by the landlord's agent and the tenant for work to be completed on the residential property in consideration for 6 months' rent;
- A receipt for the installation of a new oven glass door in the amount of \$65.45 dated November 13, 2009; and
- Copies of cheques issued by the tenants for rent for October and November 2009 showing returned from the landlord's bank as insufficient funds.

The landlord's agent testified she first learned the tenants were moving out on November 3, 2009 when she saw them packing up their vehicle and they told her that that was their last load. The agent noted she had not been aware prior to this that the tenants were leaving.

The landlord confirmed in her testimony that there was no clause in the tenancy agreement to charge bank fees for returned or late rent.

Analysis

Section 45 of the Act states a tenant may end a tenancy by giving the landlord notice to end the tenancy effective on a date that, among other things, is not earlier than one month after the date the landlord receives the notice.

I find the landlord has provided sufficient evidence that the tenant's failed to pay rent for the months of September, October, and November 2009 and that by failing to provide notice of their intention to end their tenancy in compliance with Section 45 the tenants are also responsible for rent for the month of December 2009.

As the compensation sought by the landlord regarding work not completed is related to a contract for work that is outside the jurisdiction of the Act, I dismiss this portion of the landlord's application.

Because there is no clause in the tenancy agreement regarding late fees or bank charges for returned items, I dismiss this portion of the landlord's application. Finally, as the landlord had not applied for a monetary order for damages to the rental unit, I dismiss this amount from her claim.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$4,050.00** comprised of \$4,000.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$506.86 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$3,543.14**. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) 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 *Residential Tenancy Act*.

Dated: May 17, 2010.

Dispute Resolution Officer