



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, O, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent, money owed or compensation for damage or loss, to keep all or part of the security deposit, other and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Background and Evidence

The landlord testified that the tenant entered into a fixed term tenancy agreement with the landlord on July 1, 2011. The landlord stated that the tenant then vacated the rental unit without providing one clear month's notice to the landlord. Notice was given to the landlord on October 6, 2011 and the tenant vacated on October 31, 2011.

The landlord stated that he placed an ad in the local newspaper the day after he received notice from the tenant however he was unable to secure a tenant until December 1, 2011.

The landlord in this application is seeking 1 month's rent of \$850.00 as compensation for the loss of rental income in November 2011. The landlord is also seeking \$35.28 compensation for the rental ad.

The tenant stated that when she met with the landlord they discussed that the tenant's daughter may be coming to live with her and that her daughter had a dog. The tenant maintained that the landlord initially said okay to a dog but that when they signed the tenancy agreement he wrote 'maybe' in the section for pets. When the tenant received confirmation that her daughter would be joining her, she contacted the landlord to ask about a pet deposit only to be told that a dog would not be allowed in the rental unit.

The tenant stated that as her daughter would arrive in 2 weeks time with her dog, she gave the landlord notice on October 6, 2011 and vacated the rental unit the end of October. The tenant stated that the landlord then contacted her stating that she could stay with the dog however the tenant had already secured new housing.

The parties agreed in this hearing that the tenant will make monthly payments of \$50.00 per month until the amount owed to the landlord has been paid in full. The tenant will provide the landlord with post dated cheques and the first payment will be made November 15, 2011.

### Analysis

Based on the documentary evidence and testimony I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for unpaid rent and advertising costs.

While it is apparent that there was miscommunication between the parties regarding whether or not a dog would be allowed in the rental unit, the tenant did not give one clear month's notice to the landlord resulting in a loss of rental income for the month of November 2011.

Accordingly I find that the landlord is entitled to a monetary order for \$885.28.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I find that the landlord has established a monetary claim for \$885.28 in unpaid rent and advertising costs. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$425.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$510.28**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: November 9, 2011.

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Residential Tenancy Branch