



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Siegle Properties B. C. Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MND, MNDC, MNSD, FF

### Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord's agent attended and gave affirmed testimony.

Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail, the tenants did not appear. Evidence submitted by the landlord's agent includes the Canada Post tracking number for the registered mail. While a notice card was left at the tenants' address, indicating where the item could be picked up, the item was not picked up and was returned to the sender.

### Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the initial term of tenancy was from June 1, 2012 to May 31, 2013. Thereafter, tenancy continued on a month-to-month basis. Monthly rent of \$1,500.00 was due and payable in advance on the first day of each month, and a security deposit of \$750.00 was collected. The landlord's agent testified that a move-in condition inspection report was completed.

By way of telephone on or about August 8, 2013, the tenants informed the landlord that they would be vacating the unit within several days. The tenants made no payment toward rent for August and, ultimately, they vacated the unit by August 15, 2013. The landlord's agent testified that while an entrance door fob was not returned by the tenants, unit keys were returned on August 17, 2013. The landlord's agent also testified

that by way of text message on August 19, 2013, the tenants provided their forwarding address. The landlord's application for dispute resolution was filed on August 21, 2013.

After cleaning and completion of repairs, the landlord found new renters effective from August 21, 2013. There is no move-out condition inspection report in evidence.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Based mainly on the affirmed / undisputed testimony of the landlord's agent, the various aspects of the landlord's application and my findings around each are set out below.

In relation to service of the hearing package, section 89 of the Act speaks to **Special rules for certain documents**. Further, section 90 of the Act addresses **When documents are considered to have been received**. In summary, I find that the landlord's hearing package has been served in accordance with the Act.

**\$967.80:** *unpaid rent from August 1 to 20, 2013*

Section 45 of the Act addresses **Tenant's notice**, in part, as follows:

45(1) A tenant may end a periodic 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, and

(b) 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.

I find that the tenants failed to pay any rent whatsoever for August 2013, and I find that the tenants' manner of giving notice to end the periodic tenancy does not comply with the above statutory provisions. In the result, I find that the landlord has established entitlement to the full amount claimed.

**\$175.00:** *unit cleaning*

**\$90.00:** *repairs of toilet and towel bar*

In the absence of the comparative results of move-in and move-out condition inspection reports, or related receipts in evidence, these 2 aspects of the application are hereby dismissed.

**\$50.00:** *filing fee*

As the landlord has achieved a measure of success with this application, I find that the landlord has established entitlement to recovery of the full filing fee.

**Sub-total entitlement: \$1,017.80** (\$967.80 + \$50.00)

I order that the landlord retain the security deposit of **\$750.00**, and I grant the landlord a **monetary order** for the balance owed of **\$267.80** (\$1,017.80 - \$750.00).

#### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$267.80**. This order may be served on the tenants, filed in the 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 *Residential Tenancy Act*.

Dated: November 27, 2013

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Residential Tenancy Branch

