



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MND, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / 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 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 tenant did not appear. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "successfully delivered."

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 the tenancy began on July 01, 2009. Monthly rent was due and payable in advance on the first day of each month. When tenancy ended, monthly rent was \$725.00. A security deposit of \$325.00 was collected, and the landlord testified that a move-in condition inspection report was completed.

Rent was paid to the end of October 2013, and several days beforehand, the tenant orally informed the landlord of his intent to end the tenancy effective October 31, 2013. Subsequently, the tenant vacated the unit without taking an opportunity to assess the final condition of the unit with the landlord, and without informing her of his forwarding address. The landlord found the unit in need of cleaning and certain repairs. After completion of cleaning and repairs, new renters were found effective January 01, 2014.

The landlord testified that she faxed 16 pages of documentary evidence in support of costs claimed for cleaning and repairs to the Branch approximately two days ago. That evidence was not before me during the hearing, and I was subsequently unable to confirm that the Branch had received the landlord's documents.

In any event, as the tenant's current whereabouts is unknown, this evidence was unable to be provided to him; specifically, the landlord mailed the evidence by registered mail to the unit address, thinking that the tenant may still be having his mail forwarded. However, the Canada Post website informs that "Recipient not located at address provided" and "Item being returned to sender."

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, the various aspects of the application and my findings are set out below.

\$725.00: *loss of rental income for November 2013*

Section 45 of the Act speaks to **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 notice to end tenancy which was provided by the tenant does not comply with the above statutory provisions. I further find that cleaning and certain repairs were required in the unit prior to its being made suitable for new renters. In the result, I find that the landlord has established entitlement to the full amount claimed.

\$80.00: *rug cleaning*; **\$125.00:** *yard cleanup & rubbish removal*; **\$200.00:** *general cleaning in the unit*; **\$26.75:** *replacement of toilet*

As I was unable to confirm the Branch's receipt of the landlord's related documentary evidence, and as the landlord was unable to serve the subject documentary evidence

on the tenant, these aspects of the landlord's application are hereby dismissed with leave to reapply.

\$50.00: *filing fee*

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

Total entitlement: \$775.00 (\$725.00 + \$50.00)

I order that the landlord retain the security deposit of **\$325.00**, and I grant the landlord a **monetary order** for the balance owed of **\$450.00** (\$775.00 - \$325.00)

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$450.00**. This order may be served on the tenant, 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: March 20, 2014

Residential Tenancy Branch

