



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application for a monetary order as compensation for unpaid rent, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

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

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on January 15, 2009. Rent in the amount of \$700.00 was payable on the first day of the month, and a security deposit of \$350.00 was collected on January 5, 2009.

By way of letter to the landlord dated March 6, 2009, the tenant gave notice of her intent to vacate the unit effective April 1, 2009. Subsequently, the landlord has been unable to re-rent the unit. In view of the short notice provided by the tenant, the landlord seeks recovery of unpaid rent for the month of April.

During the hearing the parties exchanged views on the circumstances surrounding the dispute and undertook to find some resolution.

Analysis

Pursuant to section 63 of the Act, discussion between the parties during the hearing led to a resolution of the dispute. Specifically, it was agreed as follows:

- that the landlord withdraws the application for recovery of the \$50.00 filing fee;
- the landlord retains the full security deposit of \$350.00 plus any interest accrued;
- that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

For reference, the attention of the parties is drawn to section 45 of the Act which speaks to **Tenant's notice**. In particular, section 45(1) of the Act states 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.

Further, section 52 of the Act addresses **Form and content of notice to end tenancy**, and provides:

52 In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45(1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Conclusion

Pursuant to all of the above, I order the landlord to retain the full security deposit of **\$350.00** plus any interest accrued.

DATE: July 14, 2009

Dispute Resolution Officer