

Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and a monetary order for loss of income, unpaid rent and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his monetary claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Since the tenant moved out sometime prior to September 05, 2009, the landlord withdrew his application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim for loss of income, unpaid rent, the filing fee and to retain the security deposit.

Issues to be decided

Did the tenant provide proper notice to end the tenancy? Is the landlord entitled to a monetary order to recover loss of income, unpaid rent and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on March 01, 2009. The monthly rent was \$1,600 payable in advance on the first of each month. The tenant paid a security deposit in the amount of \$800.00.

The landlord stated that the tenant did not pay rent for the months of July and August 2009. The tenants agreed that they owed rent for these two months.

The landlord stated that the tenant did not give adequate notice to end the tenancy. The tenant argued that she had given the landlord notice in excess of 30 days via email and a letter dated July 24, 2009, to end the tenancy on September 01, 2009. The tenant filed a copy of both into evidence.

The landlord is claiming rent for July and August, loss of income for the month of September and the filing fee. The landlord is also applying to retain the security deposit in partial satisfaction of his claim.

Analysis

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

In this case, the tenant filed evidence of having given the landlord adequate notice to end the tenancy. Therefore I find that the landlord is not entitled to his claim for loss of income for the month of September. The tenants agreed that they owe the landlord rent for July and August. Accordingly, I find that the landlord is entitled to his claim of \$3,200.00 which consists of rent for two months. Since the landlord has proven his case, he is also entitled to the filing fee of \$50.00.

I order that the landlord retain the security deposit of \$800.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,450.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for **\$2,450.00**

Dated September 08, 2009.

Dispute Resolution Officer