

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord for an order for monetary damages arising from the Tenants failing to give the required Notice to End Tenancy under the Act, to keep all or part of the security deposit and to recover the filing fee for the Application.

The Landlord served the Tenants on July 8, 2009, with the Application for Dispute Resolution and Notice of Hearing. He had taken some time to find the Tenants who had not provided a forwarding address in accordance with the Act. The Tenants submitted written evidence regarding their position on the claim and attempted to make a monetary claim under the Landlord's Application for Dispute Resolution.

Based on the foregoing, I find the Tenants were served with the Notice of Hearing and Application for Dispute Resolution. Nevertheless, the Tenants failed to attend the hearing and it proceeded without them.

I also note the Tenants are not able to make a monetary claim in the Landlord's Application for Dispute Resolution.

Issues(s) to be Decided

Is the Landlord entitled to the monetary relief sought?

Background and Evidence

The parties entered into a written tenancy agreement, which began on July 1, 2008. The monthly rent was \$800.00, although the Landlord explained that he had reduced the rent to \$700.00 while one of the Tenants was out of work.

The Tenants paid a security deposit of \$800.00 on July 1, 2008.

On or about May 4, 2009, the Tenants verbally informed the Landlord they were moving out on May 15, 2009. The Tenants paid \$350.00 of the rent and vacated the rental unit on May 17, 2009.

Analysis

Based on the foregoing, the testimony and evidence, and on a balance of probabilities, I find the Tenants breached the Act by failing to give a Notice to End Tenancy in accordance with the Act.

Therefore, I find that the Landlord is entitled to monetary compensation for his loss of rent for May 2009.

I find that the Landlord has established a total monetary claim of **\$500.00**, comprised of \$450.00 balance due for May and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord retain **\$500.00** from the deposit and interest of **\$806.03** in full satisfaction of the claim and I issue an order under section 67 for the Landlord to return the balance due of **\$306.03**, to the Tenants.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Lastly, the Landlord was informed that the security deposit taken was in excess of that allowed under the Act. He has been provided with a guidebook for information on the Act and is advised to conduct himself in accordance with the Act.

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 09, 2009.

Dispute Resolution Officer