



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

DISPUTE CODES: MN SD

This hearing dealt with (a) an application by the landlord for a monetary order and an order allowing retention of the security deposit in satisfaction of the claim; and (b) an application by the tenant for a monetary order. Both parties were also seeking recovery of the filing fee from the other party. Both parties attended the hearing and had an opportunity to be heard.

Based on all of the evidence before me, I find the facts of this case to be as follows.

This tenancy began on February 15, 2008 and ended on August 2, 2009. The rent was \$1,250.00 due in advance on the first day of each month. The tenant paid a security deposit of \$625.00 at the start of the tenancy. On July 31, 2009 the tenant gave written notice to end the tenancy and then vacated the rental unit on August 2, 2009. The tenant did not pay the rent for August despite the fact that the tenant did not give one month's notice to end the tenancy. The landlord re-rented the rental unit for August 15, 2009. The landlord filed an Application for Dispute Resolution on August 11, 2009 and the tenant filed an Application for Dispute Resolution on October 30, 2009.

LANDLORD'S CLAIM

Based on the above facts I find that the landlord has established a monetary claim of \$625.00 comprised of unpaid rent for the first half of August. Section 45 of the Act requires tenants to give one month's notice to end a tenancy and failure to do so can result in the tenant being held liable for unpaid rent for the month for which notice should have been given. In this case the tenant is only liable for half of the rent for August due to the landlord's success in re-renting the unit for August 15th.

I therefore order that the landlord retain the deposit of \$625.00 in satisfaction of the claim.

TENANT'S CLAIM

Based on the above facts, I hereby dismiss the tenant's claim for return of the security deposit and pet damage deposit. With respect to the pet damage deposit I do not accept the tenant's evidence and testimony that a pet damage deposit was paid to the landlord. With respect to the security deposit, I have already found that the landlord is entitled to retain the deposit in satisfaction of the landlord's claim for unpaid rent.

FILING FEES

I dismiss the claims of both parties to recover the filing fees from each other.