

## **DECISION**

**Dispute Codes**      MNR, MNSD, FF

### **Introduction**

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on March 5, 21010, the tenants did not participate in the conference call hearing.

### **Issues(s) to be Decided**

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

### **Background and Evidence**

The tenancy began on July 1, 2008 as a fixed term tenancy which expired on June 30, 2009 and then reverted to a month-to-month tenancy. Rent in the amount of \$1,300.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$650.00.

The landlord's agent testified that in mid-January, 2010 the tenant who had signed the tenancy agreement verbally gave notice to move out of the end of the unit by the end of February, 2010 and stated that he would give written notice before the end of January, but did not. The landlord was told by a building manager that it appeared the tenants had moved out at the end of January, 2010. The landlord then checked the unit and discovered that it was empty, the tenant and his partner had vacated and left the keys in the unit.

On February 17, 2010 the landlord received a written notice from the tenants, a copy of which was provided in advance of the hearing, which was undated and stated that the tenants would be vacating the unit on January 31, 2010, however it was clear that the

tenants had already moved out of the unit before this notice was received. That notice also contained a forwarding address for the tenants.

The landlord is claiming unpaid rent for the month of February, 2010 and to retain the security deposit in partial satisfaction of that claim.

### **Analysis**

The *Residential Tenancy Act* states that tenants are required to give a full month's notice in writing to the landlord on the day before rent is due, or an earlier date, of their intention to vacate the rental premises. I find that the tenants failed to do so and are therefore responsible for paying the rent due for the month of February, 2010.

I find that the landlord has established a claim for \$1,300.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee.

### **Conclusion**

I order that the landlord retain the deposit and interest of \$654.90 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$695.10. This order may be 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: June 17, 2010.

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Dispute Resolution Officer