

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord has applied for a monetary order. The tenant has applied for a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only. The tenant did not attend.

As the tenant had filed a separate Application for Dispute Resolution and was provided with notification of the time and date of the hearing, I am satisfied the tenant was sufficiently served notice of this hearing.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for compensation for damage or loss in the amount of \$275.00; for all or part of the security deposit, pursuant to sections 38, 45, 67, and 72 of the *Residential Tenancy Act (Act)*.

In addition it be decided if the tenant is entitled to a monetary order for all or part of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to sections 38, 45, 67, and 72 of the *Act*.

Background and Evidence

The landlord testified the tenancy began on April 5, 2009 as a month to month tenancy with a monthly rent of \$550.00 due on the 1st of the month with a security deposit of \$275.00 paid at the start of the tenancy.

The landlord further testified the tenant gave verbal notice on February 26, 2010 that she would be moving out by the March 15, 2010 and that no written notice was provided. The landlord confirmed the tenant moved out on March 15, 2010.

The landlord testified the tenant provided her with a forwarding address on March 18, 2010 in a written letter the tenant placed in the landlord's mailbox.

Analysis

Section 45 of the *Act* states a tenant may end a tenancy by giving the landlord notice to end the tenancy 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 the absence of any contrary testimony from the tenant, I accept the landlord's testimony that rent was due on the 1st of the month and as such the tenant provided a notice to end the tenancy that was not compliant with the *Act*. As a result, I find the tenant owed rent until the end of the tenancy on March 31, 2010.

Section 38 requires a landlord to, within 15 days of the end of the tenancy and receipt of the tenants forwarding address, return the security deposit less any mutually agreed upon amounts or file an Application for Dispute Resolution to claim against the security deposit.

I accept the tenant provided the landlord with her forwarding address on March 18, 2010 and I therefore find the landlord, by filing her application on April 1, 2010 was compliant with Section 38 of the *Act*.

Conclusion

In the absence of the applicant tenant, I dismiss the tenant's application in its entirety without leave to reapply.

I find that the landlord is entitled to monetary compensation pursuant to Section 67 and in the amount of **\$275.00** comprised of rent owed. I order the landlord may deduct the security deposit and interest held in the amount of \$275.00 in satisfaction of this claim.

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: July 28, 2010.

Dispute Resolution Officer