



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security and pet deposits in partial satisfaction of the claim. Both parties participated in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The parties agreed that the tenancy began on or about May 1, 2009 at which time the tenant paid a \$500.00 security deposit and a \$300.00 pet deposit. The parties further agreed that on or about February 7 the tenant verbally advised the landlord that she would be vacating the unit on March 1. The landlord testified that upon receiving the tenant's notice, he immediately advertised the rental unit in the local newspapers and on Craigslist. The landlord testified that he was unable to re-rent the unit for the month of March. The landlord seeks to recover \$1,000.00 in lost rental income for the month of March as well as the \$50.00 filing fee paid to bring this application.

### Analysis

Section 45(1) of the Act requires tenants to provide one full month's notice when they are ending a month-to-month tenancy. Section 52 of the Act provides that a notice to end a tenancy must be in writing. The tenant failed to give adequate or legal notice. I

am satisfied that the landlord made reasonable efforts to re-rent the unit and was unable to do so. I find that the tenant's failure to comply with her statutory obligations caused the landlord's loss and I find that the tenant must be held liable for that loss. I award the landlord \$1,000.00 in lost income for the month of March. I find that the landlord is also entitled to recover the \$50.00 filing fee and I award him that sum for a total award of \$1,050.00.

The tenant argued that a pet deposit should only be applied to damage caused by pets and therefore the landlord should not be permitted to retain that deposit. Section 72(2)(b) of the Act permits me to deduct an amount awarded to a landlord from the tenant's pet and security deposit. I find it appropriate to apply both the pet and security deposits to the landlord's award.

### Conclusion

I order the landlord to retain the \$500.00 security deposit and the \$300.00 pet deposit in partial satisfaction of his claim and I grant the landlord a monetary order under section 67 for the balance due of \$250.00. This order may be filed in the Small Claims division of the Provincial Court and enforced as an order of that Court.

Dated: September 14, 2010

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Dispute Resolution Officer