



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application for a Monetary Order for damage or loss under the Act, regulations or tenancy agreement and authority to retain the security deposit. The tenant did not appear at the hearing. The landlord provided evidence that the landlord served the tenant via registered mail at the forwarding address provided by the tenant in writing on June 1, 2010. Having been satisfied the tenant was sufficiently served with notice of this hearing I proceeded to hear from the landlord without the tenant present.

The landlord requested the application be amended to reflect the correct address for the rental unit. The landlord had erroneously identified the rental unit as the tenant's forwarding address. I granted the landlord's request and amended the application.

Issues(s) to be Decided

1. Has the landlord established an entitlement to compensation from the tenant for loss of rent for the month of June 2010?
2. Is the landlord authorized to retain the tenant's security deposit?

Background and Evidence

I was provided the following testimony by the landlord. The month-to-month tenancy commenced November 17, 2009 and the tenant was required to pay rent of \$650.00 on

the 1st day of every month. The tenant paid a \$325.00 security deposit. The tenant moved out at the end of May 2010 without any notice to the landlord.

The landlord is seeking compensation for the loss of rent for the month of June 2010 in the amount of \$650.00. The landlord confirmed that he showed the unit for rent to prospective tenants but was unsuccessful in finding an acceptable tenant until the end of August 2010.

Provided as evidence by the landlord was the registered mail receipt and the written forwarding address provided by the tenant on June 1, 2010.

Analysis

Under the Act, a tenant is required to give the landlord one full month of written notice to end a month-to-month tenancy. Based upon the evidence before me I am satisfied the tenant violated this requirement of the Act and this caused the landlord to incur a loss of rent for the month of June 2010. Therefore, I award the landlord his request to recover \$650.00 in loss of rent from the tenant.

As the landlord was successful in this application I award the filing fee to the landlord. I authorize the landlord to retain the security deposit in partial satisfaction of the amount owed the landlord and provide the landlord with a Monetary Order for the balance of \$375.00 [$\$650.00 + \$50.00 - \325.00] to serve upon the tenant.

Conclusion

The landlord has been authorized to retain the security deposit and has been provided a Monetary Order for the balance of \$375.00 to serve upon the tenant.

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: October 27, 2010.

Dispute Resolution Officer