



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking to keep the security deposit in full satisfaction of the claim and to recover the filing fee for the Application.

An Agent for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Agent testified that she served the Tenant with the Application and Notice of Hearing by registered mail, sent on October 15, 2010. The Agent testified that she verified the tracking information and the Tenant received the documents on or about October 23, 2010. I find the Tenant has been served in accordance with the Act, although the Tenant did not appear at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the Landlord entitled to keep the security deposit?

### Background and Evidence

On August 29, 2010, the Tenant and the Landlord entered into a written tenancy agreement. The tenancy was to begin on October 1, 2010, with a monthly rent of \$800.00. The Tenant paid the Landlord a security deposit of \$400.00 on August 29, 2010.

The Agent testified that on August 30, 2010, the Tenant phoned her and informed her that he would not be moving into the rental unit. The Agent informed the Tenant that he had entered into a contract and that he had to end the tenancy in accordance with the Act.

The Agent testified that the Tenant wrote her an undated letter, which was received on September 28, 2010, informing the Landlord he would not be moving in.

The Agent testified that she was unable to re-rent the unit until November 1, 2010.

The Agent testified that the Landlord would abandon any monetary claim over and above the security deposit.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the Tenant has breached the Act by failing to give the Landlord the Notice to End Tenancy as required under the Act.

While the Landlord would be able to claim against the Tenant for the loss of rent for one month, the Landlord was satisfied to keep the security deposit in satisfaction of the claim and abandon any balance.

Therefore, pursuant to sections 38 and 67 of the Act, I order that the Landlord may keep the security deposit in satisfaction of the claims made against 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: February 09, 2011.

---

Residential Tenancy Branch