



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF, O

Introduction

This hearing was convened by way of conference call in response to an application made by the landlord for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit and to recover the filing fee from the tenant for the cost of this application.

Three agents for the landlord company attended the conference call hearing, and each gave independent affirmed testimony, and provided evidence in advance of the hearing. However, despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on July 15, 2011, the tenant did not attend. The landlord provided proof of such mailing in advance of the hearing, and I find that the tenant was served in accordance with the *Residential Tenancy Act*.

All evidence and the testimony provided have been reviewed and are considered in this Decision.

Issue(s) to be Decided

Is the landlord entitled to keep all or part of the pet damage deposit or security deposit?

Background and Evidence

The landlord's agent, the apartment manager, testified that on April 28, 2011 the tenant completed an application to rent an apartment within the complex. The application contained an address for the tenant. The apartment manager and the tenant signed a tenancy agreement the same day wherein the parties agreed to a fixed term tenancy to commence on June 1, 2011 and to expire on May 31, 2012. The landlord's agent also collected a security deposit from the tenant in the amount of \$425.00 on April 28, 2011.

On May 16, 2011 the tenant asked the apartment manager for a key to the rental unit because the tenant wanted to move some items into the unit prior to the commencement of the tenancy. The unit was vacant, so the apartment manager agreed and gave the tenant a key, but the tenant did not move any items into the

apartment. On May 24, 2011 the apartment manager received a note from the tenant stating that the tenant was not going to move in. The note and the keys to the apartment were personally delivered to the apartment manager.

In mid-June, 2011 a friend of the tenant called the apartment manager asking for the return of the security deposit and the apartment manager gave the friend the phone number of the landlord company's head office.

The apartment manager's supervisor testified that the landlord received a letter from the tenant dated June 30, 2011 which contained the forwarding address for the tenant. The letter was received on July 7, 2011. The forwarding address provided by the tenant is the address the landlord's agent used to serve the tenant with the Landlord's Application for Dispute Resolution.

The landlord requests an order permitting the landlord to keep the security deposit for the unpaid rent. The landlord's agent does not seek a full month's rent, stating that it would be too difficult to collect any further amount from the tenant.

Analysis

The *Residential Tenancy Act* states that a tenant must give one month's notice to vacate a rental unit. Further, in this case, the parties entered into a fixed term tenancy, and I have no evidence before me to justify the tenant breaking the agreement entered into with the landlord. Therefore, I find that the landlord's claim is justified in the circumstances.

Conclusion

For the reasons set out above, I hereby order that the landlord keep the security deposit in the amount of \$425.00. The landlord has not made any further claims, and I hereby direct that no further claims may be made by the landlord as against this tenant for this tenancy.

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 14, 2011.

Residential Tenancy Branch