



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent; to keep the security deposit; and to recover the filing fee associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

At the outset, the tenant stated that he moved out of the rental unit on November 29th, 2011. Therefore the landlord withdrew her application for an Order of Possession.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

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

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. The tenant testified that the tenancy started approximately 10 years ago, and that the complex changed hands three times during that period. He stated that he gave the landlord written notice to end tenancy during the night of November 2nd, 2011. The landlord confirmed that she

received the notice on November 3rd, and that the tenant was informed that he would be responsible for December rent. The tenant said that he wanted to secure another rental unit before giving notice. He said that he moved out for health reasons and that it was his intention to vacate by the end of November whether or not he had to pay December rent. The rent was \$725.43 per month and the tenant paid a security deposit of \$300.00.

Analysis

Section 45(1) of the Act states in part that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord received the notice. The tenant's chose to move out prematurely and at no fault of the landlord. Accordingly I find that the landlord is entitled to recover the loss of rental income for the month of December 2011.

Conclusion

The landlord established a claim of \$725.43. I authorize the landlord to retain the tenant's \$300.00 security deposit for a balance owing of \$425.43. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$475.43. This Order may be registered in the Small Claims Court and enforced as an order of that Court.

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: January 12, 2012.

Residential Tenancy Branch