



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for a Monetary Order for loss of rent and authorization to retain the security deposit. The landlord identified two tenants in filing this application but neither tenant appeared at the hearing. The landlord testified that he personally served each tenant with the hearing documents at the rental unit on December 26, 2011. Based upon the undisputed testimony before me I was satisfied the respondents were sufficiently notified of this hearing and I proceeded to hear from the landlord without the respondents present.

### Procedural note

I noted the tenancy agreement provided in evidence is signed by only one of the respondents. Therefore, I amended the application to exclude the respondent who did not sign the tenancy agreement.

### Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation for loss of rent for the month of November 2011?
2. Is the landlord authorized to retain the security deposit?

### Background and Evidence

The tenancy commenced August 1, 2011 for a fixed term of two months after which time the tenancy converted to a month-to-month basis. The tenant paid an \$850.00 security deposit and was required to pay rent of \$1,700.00 on the 1<sup>st</sup> day of every month. The tenant vacated the rental unit October 28, 2011.

The landlord submitted that the tenant provided a notice to end the tenancy, via email, on October 9, 2011 to be effective at the end of October 2011. The landlord confirmed the information on October 10, 2011 and started advertising the unit on October 11, 2011. The rental unit is still not rented despite lowering the advertised rent by \$100.00.

The landlord is seeking to recover loss of rent of \$1,700.00 from the tenant. Documentary evidence provided as evidence for this proceeding included: the tenancy agreement and addendum; the tenant's email of October 9, 2011; and three print outs of advertisements for the rental unit posted in October 2011.

### Analysis

Where a tenant wishes to end a month-to-month tenancy the tenant must give the landlord one full month of written notice pursuant to section 45 of the Act. Based upon the evidence before me I accept that the tenant gave the landlord insufficient notice to end the tenancy at the end of October 2011. Having been satisfied the tenant breached the Act and the landlord has taken reasonable steps to re-rent the unit I find the landlord entitled to recover loss of rent of \$1,700.00 from the tenant for the month of November 2011.

I authorize the landlord to retain the security deposit in partial satisfaction of the loss of rent awarded to the landlord and I award the filing fee paid for this application to the landlord.

In light of the above, the landlord is provided a Monetary Order calculated as follows:

Loss of rent – November 2011	\$ 1,700.00
Filing fee	50.00
Less: security deposit	<u>(850.00)</u>
Monetary Order	\$ 900.00

To enforce the Monetary Order it must be served upon the tenant and may be filed in Provincial Court (Small Claims) to be enforced as an Order of that court.

### Conclusion

The landlord was successful in this application. The landlord has been authorized to retain the tenant's security deposit and has been provided a Monetary Order for the balance of \$900.00 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: January 12, 2012.

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Residential Tenancy Branch