



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue(s) to be Decided

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on July, 1, 2010. Rent in the amount of \$1,100.00 was payable on the first of each month. A security deposit of \$550.00 was paid by the tenant.

The landlord's agent testified on February 20, 2012, the tenant provided notice to end tenancy with an effective date of February 29, 2012.

The landlord's agent testified that they immediately advertised the unit in a classified ad on a local website. The landlord's agent stated they were unable to rent the unit for March 1, 2012, however, it was rented for March 15, 2012. The landlord is seeking \$550.00 which is half of the rent due for March 2012.

The landlord's agent stated they are willing to waive the recovery of the filing fee.

The tenant testified that she found more appropriate housing for her family and if she did not accept this housing for March 1, 2012, she would lose the accommodation.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, the tenant provided the landlord with written notice to end tenancy on February 20, 2012, with a vacate date of February 29, 2012.

The Residential Tenancy Act states - Tenant's notice

45 (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that
(a) is not earlier than one month after the date the landlord receives the notice, and
(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

I find that the tenant has breached section 45 of the Act as the earliest date they could have legally ended the tenancy was March 31, 2012.

The Residential Tenancy Act states - Liability for not complying with this Act or a tenancy agreement

7 (1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.
(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

In this case, the landlord immediately advertised the rental unit in a classified ad and was able to rent the unit for March 15, 2012. I find the landlord did take reasonable steps to minimize the loss. Therefore, the landlord is entitled to compensation under the Act for that loss in the amount of \$550.00.

I find that the landlord has established a total monetary claim of \$550.00 comprised of loss of rent for March 2012.

As the landlord has waived the right to recover the filing fee, I order that the landlord retain the security deposit of \$550.00 in full satisfaction of the claim.

Conclusion

I order the landlord may keep the security deposit in full satisfaction of the claim.

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: May 17, 2012.

Residential Tenancy Branch