



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for an order permitting her to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing via registered mail on March 2, the tenant did not participate in the conference call hearing.

Issue to be Decided

Should the landlord be permitted to retain the security deposit?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began in December 2011 at which time the tenant paid a \$325.00 security deposit to rent a bedroom and bathroom. The landlord claimed that the tenancy agreement was set for a fixed term of 3 months. She further testified that the tenant abruptly moved out of the rental unit at the end of January with little or no notice. The landlord testified that she had suffered no loss as a result of the tenant having moved out without having provided notice, but noted that the tenant had not cleaned the rooms she was renting.

Analysis

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulations or tenancy agreement, the non-complying party must compensate the other for damage or loss that results. In this case, the landlord acknowledged that she had suffered no loss. I acknowledge that the tenant had an obligation to provide one month's written notice that she was ending her tenancy, but as the landlord did not suffer a loss as a result of the tenant's failure to comply with the Act, I find no legal basis on which to award the landlord the security deposit. I note that a copy of the tenancy agreement was not entered into evidence.

I dismiss the landlord's claim and I order the landlord to return the security deposit to the tenant forthwith. I grant the tenant a monetary order under section 67 for \$325.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The claim is dismissed and the landlord is ordered to return the security deposit.

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 02, 2012

Residential Tenancy Branch