



# 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 the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only. The tenant did not attend.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on April 16, 2012 in accordance with Section 89. The landlord has provided a copy of a print out from Canada Post with the tracking information.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 45, 67, and 72 of the *Act*.

### Background and Evidence

The landlord testified the tenancy began on July 1, 2011 as a month to month tenancy with a monthly rent of \$675.00 due on the 1<sup>st</sup> of each month with a security deposit of \$337.50 paid.

The landlord also testified that the tenant vacated the rental unit on November 30, 2011 without providing the landlord with notice of her intent to end the tenancy. He also stated the tenant provided her forwarding address on March 28, 2012 seeking return of her security deposit.

### Analysis

Section 45(1) of the *Act* stipulates that a tenant may end a 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 receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

From the landlord's undisputed testimony, I accept the tenant failed to provide the landlord with any notice to vacate the rental unit and as such the tenant is responsible for the payment of rent for the month of December 2011.

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

I accept the landlord received the tenant's forwarding address on March 28, 2012 and that he filed his Application for Dispute Resolution to claim against the security deposit on April 4, 2012 as such, I find the landlord has fulfilled his requirements under Section 38.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$725.00** comprised of \$675.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$337.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$387.50**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: June 01, 2012.

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Residential Tenancy Branch