



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 for unpaid rent, for damages to the unit and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing on April 13, 2012, by registered mail the tenant did not appear.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

Preliminary Issue

At the Dispute Resolution Hearing a person appeared claiming to be the agent for the tenant. However, the agent had no proof, such as a letter authorizing him to act on behalf of the tenant. As a result the agent was requested to exit the hearing.

The landlord withdraws the claim relating to damages to the rental unit.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

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

Background and Evidence

The tenancy began on November 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. Filed in evidence is a copy of the tenancy agreement.

The landlord testified the tenant provided written notice to end tenancy on March 6, 2012, to end the tenancy on March 31, 2012. The landlord is seeking compensation for April 2012, rent in the amount of \$1,100.00.

Filed in evidence is a copy of the tenant's written notice to end tenancy, the notice is dated March 1, 2012.

Analysis

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

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.

In this case, rent is due on the first of the month, the tenant provided the landlord with written notice to end tenancy by a notice dated March 1, 2012 and the landlord received the notice on March 6, 2012. Under the provisions of the Act, the first day the tenant could have legally ended the tenancy was April 30, 2012. Therefore, I find the tenant breached the Act and the landlord suffered a loss. The landlord is entitled to compensation for unpaid rent in the amount of **\$1,100.00**.

I order that the landlord retain the deposit and interest of **\$550.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$600.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order, and may retain the security deposit in partial satisfaction of the claim. The landlord is granted a monetary order for the balance due.

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 07, 2012.

Residential Tenancy Branch