



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR MNSD, FF

Introduction

This was an application by the landlord for a monetary order for unpaid rent and to retain the security deposit and recover the filing fee for this application.

Both parties participated in the hearing with their submissions, document evidence and testimony during the hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. This tenancy is the subject of a previous hearing conducted May 01, 2012. The landlord filed this application within 15 days of that hearing and receiving the tenant's forwarding address.

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amount claimed?

Background and Evidence

The undisputed relevant testimony in this matter is that the tenancy started June 01, 2011 and ended October 31, 2011. Rent was \$800.00 per month. At the outset of the tenancy the landlord collected a security deposit in the amount of \$400.00 which the landlord still holds.

The landlord is claiming that the tenant did not provide a Notice to End the tenancy as prescribed by the Act, and only heard of the tenant's departure from the rental unit in the first week of November 2011 and as a result, the landlord suffered a loss of revenue for the month of November 2011 in the amount of the payable rent of \$800.00. The tenant provided evidence that he gave the landlord written Notice to End on September 15, 2011, by placing the written Notice in the door jamb of the landlord's office. The tenant also provided a signed statement from a purported acquaintance describing that

they witnessed the tenant placing the Notice in the door on September 15, 2011. The landlord testified and provided that the tenant had previously testified in an earlier hearing that he gave the landlord Notice to End the tenancy on October 01, 2012, with which the tenant agrees. The tenant did not provide additional testimony in this regard. The landlord claims they never received a Notice to End the tenancy from the tenant.

Analysis

On preponderance of the evidence in this matter, I find that the tenant's evidence in this hearing is in complete contrast to the evidence they provided in a previous hearing, and therefore I place no credibility on the evidence provided in this hearing by the tenant. Effectively, I find that the tenant did not provide the landlord with written Notice to End the tenancy in compliance with the requirements of Section 45 of the Act.

I find that the landlord did not receive notification that the tenant had vacated the rental unit until into the first week of November 2011, at which time, on balance of probabilities, I find the landlord would have been unable to mitigate losses of revenue for November 2012. I find the landlord is owed loss of revenue for November 2011 in the amount of the rent payable of **\$800.00**. The landlord is also entitled to recover their filing fee for this application of **\$50.00**, for a total award to the landlord in the sum of **\$850.00**. The security deposit will be offset from the award made herein.

Conclusion

I Order that the landlord retain the security deposit and interest of \$400 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$450.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on the parties.

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: July 16, 2012

Residential Tenancy Branch