



# 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 was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent; for an Order permitting the landlord to keep all or part of the tenant's security deposit; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant was done in accordance with section 89 of the *Act*, sent via registered mail to a forwarding address provided by the tenant on May 23, 2012. Mail receipt numbers were provided in the landlord's documentary evidence along with the Canada Post Tracking information. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to keep the tenants security deposit?

### Background and Evidence

The landlord testifies that this tenancy started on February 28, 2011 for a fixed term of one year. After the fixed term the tenancy reverted to a month to month tenancy. Rent for this unit was \$1,200.00 per month and was due on the first day of each month in advance. The tenant paid a security deposit of \$600.00 on March 01, 2011.

The landlord testifies that the tenant gave written notice to end the tenancy to the landlord's property manager on March 07, 2012. This notice had an effective date of March 31, 2012. The landlord testifies he called the tenant and was told the tenant had received a job offer out of town and he would have to terminate the tenancy and was not aware he had to give the landlord a clear months notice to do so.

The landlord testifies that the tenancy agreement has a clause #12 which clearly states the parties must give one clear months notice to end the tenancy. The landlord testifies that they put a sign outside the unit, as is their normal practise, to attempt to re-rent the unit for April, 2012. The unit was re-rented for April 30, 2012 and the landlord seeks to recover a loss of rental income for April, 2012 of \$1,200.00.

The landlord requests an Order to keep the tenants security deposit of \$600.00 to offset against the unpaid rent and seeks to recover the \$50.00 filing fee from the tenant.

### Analysis

I refer the parties to s. 45(1) of the *Residential Tenancy Act (Act)* which states:

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.

Consequently I find the tenant failed to provide one clear months Notice to end this periodic tenancy as the tenants Notice was received by the landlord's agent on March 07, 2012. The landlord is entitled to recover a loss of rent for April, 2012 of **\$1,200.00**.

I Order the landlord to keep the security deposit of **\$600.00** in partial satisfaction of their claim pursuant to s. 38(4)(b) of the *Act*.

I further find as the landlord has been successful with their claim that the landlord is entitled to recover the **\$50.00** filing fee from the tenant pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord for the following amount:

Loss of rent for April	\$1,200.00
Filing fee	\$50.00
Less security deposit	(-\$600.00)
Total amount due to the landlord	\$650.00

### Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$650.00**. The order must be served on the respondent and is enforceable through the Provincial Court 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: July 24, 2012.

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Residential Tenancy Branch