



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC MNSD

### Introduction

This hearing dealt with an application by the tenant for return of his security deposit as well as further monetary compensation. The tenant, an advocate for the tenant and both landlords participated in the teleconference hearing.

At the outset of the hearing the landlord confirmed that they had received the tenant's evidence. The tenant did not receive the landlord's evidence, and I therefore did not admit the landlord's evidence. I gave the landlord the opportunity to respond to the tenant's claim by providing testimony during the hearing. I have reviewed all admissible documentary and testimonial evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issue(s) to be Decided

Is the tenant entitled to recovery of the security deposit?

Is the tenant entitled to further monetary compensation as claimed?

### Background and Evidence

The tenancy began on May 19, 2012, with monthly rent of \$495 payable in advance on the 19<sup>th</sup> day of each month. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$50.

On October 19, 2012, the tenant paid his monthly rent of \$495 for the rental period of October 19 through November 19, 2012.

On November 8, 2012 a dispute resolution hearing was held pursuant to the landlord's application for an early end of tenancy. The landlord's application was successful, and the arbitrator granted the landlord an immediate order of possession and a monetary

order of \$50 for recovery of their filing fee. The tenant vacated the rental unit on November 8, 2012.

### *Tenant's Evidence*

On December 18, 2012, the tenant gave the landlord a written request for return of his security deposit, as well as for \$198, the balance of his rent for November 8 through November 19, 2012, the time that he was unable to occupy his rental unit. The landlord did not return the security deposit or the balance of the rent, or make an application to keep the security deposit.

### *Landlord's Response*

The landlord stated that they did not return the security deposit because they applied it to the \$50 monetary order that they received on November 8, 2012.

The landlord also stated that the tenant was not entitled to recovery of his rent because the tenancy ended due to the actions of the tenant, not the landlord. The rental unit was not re-rented until December 2012.

### Analysis

I find that the tenant is not entitled to any monetary award.

Under section 72 of the Act, if a landlord receives a monetary order against a tenant, the landlord may deduct the amount set out in the monetary order from the security deposit. In this case, the landlord received a monetary order for \$50, and they applied that amount against the \$50 security deposit, so no amount of the security deposit remained for the landlord to return to the tenant.

When a tenant vacates a rental unit partway through the rental month but has paid for the full rental period, the tenant is not entitled to recovery of the rent for the time they have not occupied the unit, unless the tenant can prove that the tenancy ended early due to a fundamental breach of the Act or tenancy agreement by the landlord. In this case, I find that the tenancy ended due to the tenant's actions, not a breach by the landlord.

Conclusion

The application of the tenant is dismissed.

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: February 28, 2013

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Residential Tenancy Branch

