



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding QUEENSWAY COURT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC

Introduction

This matter dealt with an application by the Tenant for the return of the security deposit and for compensation for loss or damage under the Act, regulations or the tenancy agreement.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on January 30, 2013. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both the Landlord and the Tenant in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of the security deposit?
2. Is there loss or damage to the Tenant and if so how much?
3. Is the Tenant entitled to compensation for the loss or damage and if so how much?

Background and Evidence

This tenancy was to start on December 19, 2012 as a month to month tenancy. Rent was \$750.00 per month payable in advance of the 23th day of each month. The Tenant did not pay a security deposit therefore the Tenant is not entitled to recover a security deposit.

The Tenant said his roommate moved out of the rental unit so he could not afford the rent so he moved out as well. The Tenant continued to say that when he moved out the Landlord kept \$300 of the \$375.00 social services paid for his rent. The Tenant said this was for 4 days at the motel at the regular room rate not the monthly rate. The Tenant said he has applied to recover the rent paid to the Landlord in the amount of \$300.00 which was paid to the Landlord January 23, 2013.

The Landlord said the Tenants moved out when they could not afford the rent. The Landlord continued to say that the Tenants did not give him written notice that they were ending the tenancy. The Tenant moved out January 23, 2013 and the roommate move out January 24, 2013. The Tenant confirmed no written notice to end the tenancy was given to the Landlord.

The Tenant said he is requesting the \$300.00 that the Landlord kept for rent to be returned to him.

The Landlord said he kept \$300.00 of the rent cheque for part of the February, 2013 rent.

Analysis

Section 45 (1) says a tenant may end a periodic tenancy(month to month 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

The Tenant did not give the Landlord written notice to end the tenancy so consequently I find the Tenant is responsible for the rent for the month of February, 2013. Further it appears that the Landlord agreed to accept \$300.00 as full settlement of the February, 2013. The Landlord said he received \$375.00 from social services and he returned \$75.00 to the Tenant; therefore the tenancy has ended and there is no unpaid rent. As a result of the Tenant owed the February, 2013 rent because no written notice was given to the Landlord to end the tenancy I dismiss the Tenants application without leave to reapply.

Conclusion

The Tenant's application is dismissed without leave to reapply.

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: April 23, 2013

Residential Tenancy Branch

