



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, MNSD and FF

Introduction

This hearing was convened on the landlord's application of April 11, 2013 seeking a monetary award for unpaid rent after the tenant gave late notice to end the tenancy on March 31, 2013. The landlord also sought to recover the filing fee for this proceeding from the tenant and authorization to retain the security and pet damage deposits in set off against the balance owed.

Despite having been served with the Notice of Hearing sent by registered mail on April 12, 2013, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent/loss of rent as requested?

Background and Evidence

This tenancy began on April 1, 2012 under a fixed term rental agreement set to expire on March 31, 2013 with the option of continuing as a month to month tenancy at its conclusion. Market rent was \$750 per month, but the tenant has been given an incentive of two free months for signing a fixed term agreement. The incentive was spread over the 12 months resulting in the tenant paying \$594 monthly.

The landlord holds security and pet damage deposits of \$375 and \$200 respectively, paid at the beginning of the tenancy.

During the hearing, the landlord's representative gave evidence that the tenant had advised her that she was facing some financial challenges and would not likely be continuing with the tenancy. The tenant gave notice on March 11, 2013 to take effect on March 31, 2013.

While that was the end date set by the rental agreement, the agreement did not require vacant possession at its conclusion and the tenant was, therefore, obliged to give notice to end the tenancy.

The landlord's representative stated that the respondent had been an excellent tenant and despite her best efforts to find a new tenant for April 1, 2013 to minimize the loss, the rental unit remained vacant at the time of the hearing. Therefore, the landlord claims the rent for April 2013 due to the late notice.

Analysis

Section 45 of the Act states that a tenant's notice to end a tenancy must be given before the rent due date of the month (rental period) in which the tenancy is to end. In the present matter, the tenant's notice of March 11, 2013 would have an effective date of April 30, 2013.

Therefore, I must find that the landlord is entitled to the rent for April 2013.

As authorized by section 72 of the Act, I order that the landlord may retain the security and pet damage deposits in set off against the balance owed.

As noted during the hearing, while I have found the landlord's representative to be highly credible, I find the documentary evidence could have provided more detail. Therefore, I decline to award the filing fee.

Thus, I find the tenant owes to the landlord an amount calculated as follows:

Rent for April 2013	\$750.00
Less security deposit	- 375.00
Less pet damage deposit	- 200.00
TOTAL	\$175.00

Conclusion

In addition to authorization to retain the security and pet damage deposits in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$175.00**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

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 04, 2013

Residential Tenancy Branch

