



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Huntingdon Apartments  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution a monetary order.

The hearing was conducted via teleconference and was attended by two agents for the landlord

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on May 14, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5<sup>th</sup> day after it was mailed.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

The landlord had named two tenants on their Application for Dispute Resolution but stated that the male tenant had vacated the rental unit a couple of months before the end of the tenancy and they had lowered the rent for the remaining tenant. As a result, I find the landlord entered into a new tenancy agreement with the single tenant and the former tenant is no longer a party to this tenancy. As such, I amend the landlord's Application to exclude the male tenant as a respondent.

In addition, although the landlord did not check the box on their Application indicating that they wished to retain the security and pet damage deposits they did describe in the details of dispute that they intended to do so. I therefore amend their Application to include a request to retain both deposits.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 45, 67, and 72 of the *Act*.

### Background and Evidence

The landlord provided a tenancy agreement into evidence signed by both original tenants on November 1, 2012 for a month to month tenancy for a monthly rent of \$795.00 due on the 1<sup>st</sup> of each month with a security deposit of \$397.50 and a pet damage deposit of \$100.00 paid.

The landlord submits that when the male tenant vacated the property in February 2013 the landlord and the remaining tenant agreed to rent in the amount of \$745.00 with no other changes to the terms of the tenancy agreement.

The landlord submits that they found out the tenant was moving out of the property on the day that she was moving out, April 30, 2013. The landlord submits the tenant provided no written notice to end the tenancy.

### Analysis

Section 45(1) of the *Act* stipulates that a tenant may end a tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Section 45(3) states that if a landlord has failed to comply with a material term of the tenancy agreement and has not corrected the situation within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

Based on the undisputed testimony and evidence of the landlord I find the tenant failed to provide the landlord with notice as is required under Section 45. As a result, I find the landlord is entitled to compensation in an amount equivalent to the rent amount for the month of May 2013.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$795.00** comprised of \$745.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit of \$397.50 and the pet damage deposit of \$100.00 held in partial satisfaction of this claim. I grant a monetary order in the amount of **\$297.50**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced 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: August 20, 2013

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Residential Tenancy Branch

