



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: MNSD, O, FF
 Tenant: MNDC, MNSD

Introduction

This hearing dealt with cross Applications for Dispute Resolution with both parties seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord.

As this hearing dealt with cross Applications regarding the security deposit and the landlord's claim for loss revenue I find the tenant was sufficiently aware of this hearing and the matters considered.

At the outset of the hearing the landlord clarified that the named respondent in the tenant's Application is the name of the building not the name of the landlord. As such, I have amended the tenant's Application to reflect the landlords named in the landlord's Application.

Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to a monetary order to retain 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, 67, and 72 of the *Residential Tenancy Act (Act)*.

It must also be decided if the tenant is entitled to a monetary order for the return of double the amount of the security deposit, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord testified the tenancy began on October 1, 2012 as a 6 month fixed term tenancy that converted to a month to month tenancy on April 1, 2013 for the monthly rent of \$780.00 due on the 1st of each month with a security deposit of \$390.00 paid.

The landlord testified that the tenancy ended when the tenant vacated the rental unit on April 29, 2013. He also stated that the tenant had not provided a notice to end tenancy at any time. The landlord submits he seeks only to retain the security deposit and is not seeking compensation for the full amount of rent owed for the month of May 2013.

The landlord testified that he advertised by Craigslist and by posting a notice on the rental property itself and that the unit was re-rented effective June 1, 2013.

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.

Based on the landlord's undisputed testimony, I find the tenant failed to provide the landlord with notice to end tenancy in accordance with Section 45(1) and as such the landlord is entitled to recover loss revenue in the amount of \$780.00 subject only to his obligations to mitigate his losses.

I am satisfied the landlord took reasonable steps to re-rent the unit and as such has fulfilled his obligations to mitigate the loss. While the landlord is entitled to recover the full \$780.00 plus filing fee he testified he only seeks to retain the security deposit in full.

In the absence of the applicant tenant I dismiss the tenant's Application in its entirety without leave to reapply.

Conclusion

As per the above, I find the landlord is entitled to retain the security deposit of \$390.00 in full satisfaction of the amount owed to the landlord.

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 14, 2013

Residential Tenancy Branch