



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Ollek Investments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking for authority to retain the tenant's security deposit.

The landlord appeared; the tenant did not appear.

The landlord provided evidence that the tenant was served with the Application for Dispute Resolution and Notice of Hearing by registered mail on May 31, 2013. The landlord supplied the receipt containing the tracking number of the registered mail.

I find the tenant was served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to retain the tenant's security deposit?

Background and Evidence

The landlord stated that this tenancy began on November 1, 2011, ended on May 22, 2013, when the tenant vacated the rental unit, the monthly rent was \$800 and the tenant paid a security deposit of \$400 at the beginning of the tenancy.

The landlord submitted that the tenant verbally informed her in mid May 2013, that he could not afford rent for June and that he was vacating.

The landlord said that the tenant never provided a written notice that he was vacating and that the rental unit sat empty in June 2013.

The landlord submitted that although they suffered a loss of rent revenue of \$800 for the month of June, the landlord was seeking only to retain the tenant's security deposit of \$400 as compensation due to the insufficient notice provided by the tenant.

Analysis

Based on the above undisputed evidence of the landlord, and on a balance of probabilities, I find as follows:

As to the issue of loss of revenue, Section 45 (1) of the Act requires a tenant to give written notice to end the tenancy that is not earlier than one month after the date the landlord receives the notice and is at least the day before the day in the month that rent is payable under the tenancy agreement. In other words, one clear calendar month before the next rent payment is due is required in giving written notice to end the tenancy.

In the case before me, I find the landlord submitted sufficient, undisputed evidence that the tenant failed to give a written notice that he was vacating, and that the said insufficient notice caused the landlords to suffer a loss of rent revenue of \$800 for the month of June 2013. The landlord has not claimed the entire amount for the loss of rent revenue of \$800; however I find the landlord is entitled to, and I therefore direct them to retain the tenant's security deposit of \$400 in satisfaction of their claim that they suffered a loss of rent revenue for the month of June 2013.

Conclusion

The landlord's application is granted and they are directed to retain the tenant's security deposit in satisfaction of their claim for loss of rent revenue for June 2013.

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* and is being mailed to both the applicant and the respondent.

Dated: September 06, 2013

Residential Tenancy Branch

