



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order pursuant to Sections 45 and 67 due to late notice to end tenancy;
- b) An Order to retain the security deposit pursuant to Section 38 to satisfy the debt owing.

SERVICE:

The tenants did not attend. The landlord provided evidence that they had served the Application for Dispute Resolution by registered mail. It was verified online as successfully delivered. I find that the tenants were legally served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

Is the landlord entitled to a Monetary Order for rental loss and filing fee?

Background and Evidence:

The tenant did not attend although served with the Application/Notice of Hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions. The evidence is that the tenancy commenced on June 1, 2012, a security deposit of \$387.50 was paid and rent is \$775 a month. The tenants gave Notice to End their tenancy in writing on May 7, 2013 and vacated on May 31, 2013. The landlord was unable to re-rent the unit until July 2013. The landlord is limiting their claim including the filing fee to \$387.50 (the security deposit) as they know the tenants have strained financial circumstances. The tenants did not dispute the application but said on the condition inspection report that they should only be responsible for 7 days rent and not the whole month of June 2013.

In evidence is the condition inspection report, registered mail receipts and the tenant's written notice dated May 7, 2013 to end their tenancy on May 31, 2013.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Section 45(1) (b) of the Act provides that a tenant may end a monthly tenancy by giving one month's notice which must be given no later than the day before the day in the month that rent is due. This means in effect that any notice given in May would not be effective until June 30, 2013. As the tenants gave notice on May 7, 2013, I find their tenancy continued until June 30, 2013 and they are responsible for the landlord's loss of June rent. I find the landlord entitled to \$775 rental loss and to recover their filing fee of \$50 for this application. However, they have chosen to limit their claim to \$387.50 including the filing fee and ask to retain the security deposit to offset the amount owing.

Conclusion:

I find the landlord is entitled to a monetary order for \$387.50 including their filing fee. I find the landlord is entitled to retain the security deposit to offset the amount owing.

I HEREBY ORDER THAT the landlord may retain the security deposit of \$387.50 to offset the amount owing. This will leave no balance in trust for 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: September 03, 2013

Residential Tenancy Branch

