



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for unpaid rent and for the recovery of the filing fee. The landlord requested that she be allowed to retain the security deposit in partial satisfaction of her claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent and for the filing fee?

### **Background and Evidence**

The tenancy started on November 01, 2013 for a fixed term of three months. The landlord filed a copy of the tenancy agreement which stated that at the end of the tenancy, the tenant would move out. The monthly rent was \$900.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$450.00.

On January 14, 2014, the tenant moved out without giving the landlord notice to end the tenancy. The tenant also did not pay rent for January and stated that the landlord could use the security deposit for rent. The tenant did not provide the landlord with a forwarding address. The landlord is claiming rent for January in the amount of \$900.00.

### **Analysis**

Section 45(2) of the *Residential Tenancy Act* states that a tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that:

- (a) Is not earlier than one month after the date the landlord receives the notice
- (b) Is not earlier than the date specified in the tenancy agreement as the end of the tenancy and
- (c) Is the day before the day in the month on which the tenancy is based that rent is payable under the tenancy agreement.

In this case, the tenant was in a fixed term tenancy ending January 31, 2014. The tenant agreed that she had not paid rent for January and therefore I find that the landlord is entitled to \$900.00

Since the landlord has proven her claim, she is also entitled to the recovery to the filing fee of \$50.00.

Overall the landlord has established a claim for \$950.00. I order that the landlord retain the security deposit of \$450.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$500.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order in the amount of **\$500.00**.

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: February 13, 2014

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Residential Tenancy Branch

