



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LING CHAN  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNR, FF

### Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on January 25, 2014. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

### Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is the Landlord entitled to keep the Tenant's security deposit?

### Background and Evidence

This tenancy started on November 1, 2013 as a month to month tenancy. Rent was \$490.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$245.00 in advance of the tenancy. The Landlord said the Tenant moved out of the rental unit on January 21, 2014 without any notice to the Landlord that the Tenant was to ending the tenancy.

The Landlord said that the Tenant did not pay \$490.00 of rent for December, 2013 and \$490.00 of rent for January, 2014. The Landlord said the December 2013 rent cheque was returned NSF and the Tenant did not contact or communicate with the Landlord until the Tenant moved out of the unit on January 21, 2014. The Landlord continue to say that she rented the unit to a new tenant on March 1, 2014 and she is requesting lost rental income for the month of February in the amount of \$490.00 because the Tenant moved out with no notice and she was unable to re-rent the unit until March 1, 2014.

The Landlord also requested to recover the filing fee for this proceeding of \$50.00 and to retain the Tenant's security deposit for unpaid rent.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 45 of the Act says a Tenant may end a periodic term tenancy one month prior to the date that rent is payable or with the agreement of the Landlord. The notice must also be in writing.

The Tenant did not give the Landlord proper notice to end the tenancy and the Tenant did not have the right under the Act to withhold part or all of the rent; therefore I find the Tenant is responsible for the rent of \$490.00 for each month of December, 2013, January and February, 2014 for a total amount of unpaid rent of \$1,470.00.

As the Landlord has been successful in this matter, she is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 1,470.00
	Recover filing fee	\$ 50.00
	Subtotal:	\$ 1,520.00
Less:	Security Deposit	\$ 245.00
	Subtotal:	\$ 245.00
	Balance Owing	\$ 1,275.00

Conclusion

A Monetary Order in the amount of \$1,275.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: March 31, 2014

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Residential Tenancy Branch

