



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67; and
2. An Order to retain the security deposit - Section 38.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on March 1, 2013 and ended on January 15, 2014. Rent of \$900.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$450.00 as a security deposit. On January 1, 2014 the Tenant informed the Landlord that she would no longer be renting the unit and paid the Landlord \$450.00 for this month’s rent. The Tenant provided her forwarding address in writing on January 15, 2014. The Landlord found a new tenant for February 1, 2014.

### Analysis

Section 45 of the Act provides that a tenant may end a periodic 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, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Section 53 of the Act provides that if tenant gives notice to end a tenancy effective on a date that does not comply with this Division, the notice is deemed to be changed to the earliest compliance date.

Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement. As the tenancy agreement provides that rent was due on January 1, 2014, given the undisputed evidence that the full amount of rent was not paid, and considering that the Tenant's notice to end the tenancy would be automatically corrected to a date after February 1, 2014, I find that the Landlord has substantiated an entitlement to **\$450.00** for unpaid January 2014 rent. Deducting the security deposit of **\$450.00** plus zero interest leaves nothing owed by the Tenant.

### Conclusion

I Order the Landlord to retain the security deposit plus interest of \$450.00 in full satisfaction of the claim.

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: May 15, 2014

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Residential Tenancy Branch

