



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding REMAX LITTLE OAK REALTY LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the landlord's request to retain the tenant's security deposit. The landlord named two co-tenants in filing this application and neither respondent appeared at the hearing. The landlord provided two registered mail tracking numbers as proof the hearing package was sent to the named respondents on May 12, 2014 and successfully delivered on May 14, 2014. The landlord testified that address used for service was the forwarding address provided by the male tenant via text message.

As the female respondent did not sign the tenancy agreement I found that she did not have privity of contract and I excluded her as a named tenant.

I was satisfied that the male respondent was a tenant and was served with notification of this hearing in a manner that complies with the Act; therefore, I proceeded to hear from the landlord without the male tenant present.

### Issue(s) to be Decided

Is the landlord authorized to retain the security deposit?

### Background and Evidence

The tenancy commenced December 6, 2013 on a month to month basis and the landlord collected a security deposit of \$350.00. The tenant was required to pay rent of \$700.00 on the 1<sup>st</sup> day of every month.

The landlord submitted that on April 28, 2014 the tenant sent a text message to the manager indicating the tenant would be moving out by May 5, 2014. The landlord submitted that the unit was actually vacated on May 3, 2014.

The landlord filed this Application for Dispute Resolution shortly thereafter to request authorization to retain the security deposit for loss of rent.

The landlord provided a copy of the tenancy agreement and text messages exchanged between the parties between April 28, 2014 and May 5, 2014.

The landlord testified that the unit was re-rented as of August 1, 2014. The landlord enquired as to pursuing the tenant for loss of rent in excess of the security deposit to which the landlord was informed that I would only consider the landlord's entitlement to retain the security deposit, as filed, and that any losses in excess of the security deposit would have to be made by way of another Application for Dispute Resolution.

### Analysis

Under the Act, where a tenant wishes to end a month to month tenancy, the tenant must give the landlord at least one full month of written notice. Based upon the evidence before me, I find the tenant failed to give the landlord adequate notice to end the tenancy. I also accept that the landlord suffered a loss of rent greater than the security deposit due to the very late and improper notice given by the tenant. Therefore, I grant the landlord's request to retain the security deposit.

As the landlord was successful in this application, I further award the landlord recovery of the \$50.00 filing fee paid for this application. Provided to the landlord with this decision is a Monetary Order in the amount of \$50.00 to serve upon the tenant and enforce as necessary.

### Conclusion

The landlord has been authorized to retain the security deposit so as to offset loss of rent suffered as a result of the tenant's failure to give adequate notice to end tenancy. The landlord has been provided a Monetary Order in the amount of \$50.00 so as to recover the filing fee paid for this application from 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 09, 2014

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Residential Tenancy Branch

