



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes FF, MNDC, MNSD

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served by mailing, by registered mail to where the tenant resides on December 31, 2014. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a Monetary Order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on December 1, 2014 and continue on a month to month basis. The rent was \$1065 per month payable on the first day of each month. The tenants paid a security deposit of \$532.50 at the start of the tenancy.

On November 27, 2014 the tenants advised the landlord in writing that they have found alternative accommodation with B.C. Housing and asking that the landlord return the security deposit. The landlord testified they were not able to rent the rental unit for December and lost the rent that was due for that month in the sum of \$1065.

The tenant(s) did not move into the rental unit.

Analysis - Monetary Order and Cost of Filing fee

The Residential Tenancy Act provides that where a tenant wishes to end a month to month tenancy the tenant must give a clear month notice on or before the end of the rental payment period to be effective at the end of the rental payment period. Thus the notice to end tenancy given by the tenant on November 27, 2014 was not effective until the end of December and the tenants are responsible for the rent for the month of December subject to the landlord's obligation to act reasonably to lessen its loss. I determined the landlord sufficiently attempted to lessen its loss but because of the late notice was not able to rent the rental unit for December.

Normally the tenant would be responsible to pay the rent for December in the sum of \$1065 plus the \$50 filing fee for a total of \$1115. However, the landlord stated that on compassionate grounds they were interested in an order to keep the security deposit only and they abandoned their claim for an additional monetary order.

As a result I ordered that the landlord shall retain the security deposit in full satisfaction of its claim against the tenants.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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 25, 2015

---

Residential Tenancy Branch

