



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for a monetary order for unpaid rent or utilities, for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit and to recover the filing fee from the tenant for the cost of the application.

The landlord attended the hearing, gave affirmed testimony and provided evidentiary material prior to the commencement of the hearing. However, despite being served with the Landlord Application for Dispute Resolution and notice of this hearing by registered mail on September 8, 2014, no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord. The landlord testified that the documents were served on that date and in that manner and has provided a Canada Post cash register receipt and a Registered Domestic Customer Receipt issued by Canada Post, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence and the testimony of the landlord have been reviewed and are considered in this Decision.

### Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenant for unpaid rent?
- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

### Background and Evidence

The landlord testified that this tenancy began as a fixed term from April 1, 2014 to September 30, 2014 and then reverted to a month-to-month tenancy, which ultimately ended on August 30, 2014. Rent in the amount of \$800.00 per month was payable in advance on the 1<sup>st</sup> day of each month. The landlord also collected a security deposit from the tenant, which was paid in installments on March 9, 2014 and April 1, 2014, totalling \$400.00, which is still held in trust by the landlord, and no pet damage deposit was collected. A copy of the tenancy agreement has been provided.

The landlord further testified that on or about August 27, 2014 the tenant told the landlord that the tenant would be moving out at the end of August. The landlord told the tenant that due to the contract, the tenant would be responsible for rent till the end of September, 2014. The tenant did not provide any written notice to vacate.

The landlord re-rented the unit commencing September 16, 2014 for the same amount of monthly rent.

The tenant, through a lawyer, provided the landlord with a request for return of the security deposit and provided the landlord with the lawyer's office as a forwarding address. A copy of the letter has been provided and it is dated September 2, 2014. The landlord has lost revenue as a result of the tenant's early departure, and seeks a monetary order for the first half of September, 2014; for an order permitting the landlord to keep the security deposit and recovery of the filing fee.

### Analysis

I have reviewed the tenancy agreement and it is clear that the parties had a fixed term which did not expire until September 30, 2014. The landlord testified that the rental unit was re-rented for the last half of September, 2014, and I am satisfied that the landlord has established a monetary claim for unpaid rent in the amount of \$400.00 for the first half of the month..

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

I hereby order the landlord to keep the \$400.00 security deposit in partial satisfaction and I grant the landlord a monetary order for the difference in the amount of \$50.00.

### Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$400.00 security deposit and I grant a monetary order in favour of the landlord as against the tenant pursuant to Sections 67 and 72 of the *Residential Tenancy Act* in the amount of \$50.00.

This order is final and binding and may be enforced.

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 30, 2015

---

Residential Tenancy Branch

