



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF, MNDC, MNR

### Introduction

This hearing dealt with cross applications. The landlord is seeking a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenants have filed an application seeking the return of double the deposit. Both parties confirmed that they received each other's Notice of Hearing letter and Application for Dispute Resolution. I am satisfied that the parties have exchanged said documents in accordance with the service provisions of the Act and the Rules of Procedure. Both parties gave affirmed evidence.

### Issue to be Decided

Is either party entitled to a monetary order as claimed?

### Background, Evidence

The landlord's testimony is as follows. The tenancy began on June 15, 2014 and ended on October 31, 2014 on a verbal agreement. The tenants were obligated to pay \$750.00 per month in rent on the 15<sup>th</sup> of each month and in advance and at the outset of the tenancy the tenants paid a \$350.00 security deposit. The landlord stated that the tenants did not give notice that they would be moving out. The landlord stated that the tenants only paid half a month's rent on October 20, 2014 and said they would pay the rest later. The landlord stated that the tenants vacated on November 3, 2014. The landlord stated that she was unable to rent the unit until December 1, 2014 and seeks \$750.00 for loss of revenue.

The tenants' testimony is as follows. The tenant stated that they gave written notice to the landlord on October 2<sup>nd</sup> or 3<sup>rd</sup> that they would be moving out by October 31, 2014.

### Analysis

Neither party provided any documentary evidence for this hearing. The tenant has failed to provide proof that she gave written notice to the landlord as required under Section 39 of the Act, in addition, in the tenants own testimony she stated that she did not give a full month's notice as required under section 45 of the Act. Based on those two breaches of the Act by the tenant and the tenants acknowledgment of those breaches, I find that the landlord is entitled to the loss of revenue for the month of November in the amount of \$750.00.

The landlord is also entitled to the recovery of the \$50.00 filing fee.

The tenants have not been successful in their application.

### Conclusion

The landlord has established a claim for \$800.00. I order that the landlord retain the \$350.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$550.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenants' application is dismissed.

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: July 02, 2015

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Residential Tenancy Branch

