



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BLAIR PALM
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, to retain the Tenant's security and pet deposits and to recover the filing fee for this proceeding.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on December 10, 2014. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on July 1, 2014 as a month to month tenancy. Rent was \$1,200.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$600.00 and a pet deposit of \$200.00 on July 1, 2014. The Landlord said the Tenant moved out of the rental unit at the end of November, 2014 without proper notice to end the tenancy.

The Landlord said that the Tenant did not give him written notice that she was moving out of the unit until November 19, 2014 and that notice was for December 1, 2014. The Landlord said this is not proper notice to end a tenancy; therefore he is requesting lost rental income for December, 2014 in the amount of \$1,200.00.

The Landlord continued to say that he is also requesting to retain the Tenant's security and pet deposits as partial payments for the lost rental income and to recover the filing fee of \$50.00 for this application.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 45 of the Act says a Tenant may end a periodic term tenancy not earlier than one month prior to the date that rent is payable on or with the agreement of the Landlord.

The Tenant did not give the Landlord proper notice to end the tenancy and the Tenant does not have the right under the Act to withhold part or all of the rent; therefore I find the Tenant is responsible for the rent of \$1,200.00 for the month of December, 2014.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security and pet deposits in partial payment of the lost rental income. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 1,200.00
	Recover filing fee	\$ 50.00
	Subtotal:	\$ 1,250.00
Less:	Security Deposit	\$ 600.00
	Pet Deposit	\$ 200.00
	Subtotal:	\$ 800.00
	Balance Owing	\$ 450.00

Conclusion

A Monetary Order in the amount of \$450.00 has been issued to the Landlord. A copy of the Orders must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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 13, 2015

Residential Tenancy Branch

