



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MND, MNSD & MNDC

Introduction

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

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 March 11, 2015. A search of the Canada Post tracking service indicates it was accepted for services on March 18, 2015. 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 September 20, 2014 and continue on a month to month basis. The tenancy agreement provided that the tenant(s) would pay rent of \$600 per month payable in advance on the 20th day of each month. The tenant paid a security deposit of \$300 on October 20, 2014.

In December 2014 the tenant gave oral notice that she was thinking about moving out. On February 9, 2015 the tenant advised the landlord she had found a new place but needs to give a deposit to secure it. On February 10, 2015 the landlord discovered the tenant had posted on her Facebook page about finding a new place. The landlord asked the tenant provided written notice but the tenant has failed to give the type of written notice required by the Residential Tenancy Act. The tenant vacated the rental unit on March 1, 2015.

Analysis

The Residential Tenancy Act provides that where a tenant wishes to end a month to month tenancy, the tenant must give a clear month written notice in accordance with the Residential Tenancy Act on or before the end of the rental payment period to be effective at the end of the ensuing rental payment period. The tenant failed to give the required notice. The law provides that the landlord is entitled to one month rent for the failure to give proper notice. However, the landlord stated during the hearing that she was content with an order that she be permitted to retain the security deposit and she was not interested in a monetary order in excess of that sum.

As a result I ordered that the landlord shall retain the security deposit in the sum of \$300.

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: August 12, 2015

Residential Tenancy Branch

