



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ECO-WORLD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover unpaid rent and for the filing fee. The landlord also applied to retain the security deposit in satisfaction of her claim.

The notice of hearing was served on the tenant on March 18, 2015 by registered mail to the forwarding address as provided by the tenant. The landlord provided a tracking number. Despite having been served with the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Does the tenant owe the landlord rent? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on April 15, 2014 for a fixed term of one year ending on April 30, 2015. The rent was \$2,200.00 due in advance on the first day of each month. Prior to moving in the tenant paid a security deposit in the amount of \$1,100.00.

The landlord stated that on February 15, 2015, the tenant provided written notice to end the tenancy effective March 01, 2015. The landlord stated that upon receipt of the notice from the tenant, she advertised the vacancy on popular online sites, but was unable to find a tenant for March 2015.

The landlord testified that she suffered a loss of income for March in the amount of \$2,200.00 and agreed to retain the security deposit in full and final settlement of all claims against the tenant.

Analysis

Section 45(2) of the *Residential Tenancy Act* states that a tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that:

- (a) Is not earlier than one month after the date the landlord receives the notice
- (b) Is not earlier than the date specified in the tenancy agreement as the end of the tenancy and
- (c) Is the day before the day in the month on which the tenancy is based that rent is payable under the tenancy agreement.

In this case the end date of the fixed term was April 30, 2015 and the tenant moved out on March 01, 2015 without providing a clear 30 day notice. The landlord made attempts to re-rent the unit but was unsuccessful in finding a tenant for March 2015.

Based on the undisputed testimony of the landlord, I find that the landlord complied with s. 7 of the *Residential Tenancy Act* by making attempts to mitigate her losses. Accordingly I find that the landlord is entitled to recover the loss of income that she suffered due to a breach of the fixed term tenancy agreement by the tenant.

Even though the landlord suffered a loss of \$2,200.00, she agreed to accept the security deposit of \$1,100.00 in full and final settlement of all claims against the tenant.

Conclusion

I order the landlord to retain the security deposit of \$1,100.00.

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 26, 2015

Residential Tenancy Branch

