



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MND, FF

### Introduction

This hearing convened as a result of the Landlord's Application for Dispute Resolution wherein the Landlord requested a Monetary Order for unpaid rent, money owed or compensation for loss under the Act and tenancy agreement and to recover the filing fee.

Only the Landlord's caretakers, T.G. and R.R., appeared at the hearing. T.G. gave affirmed testimony and was provided the opportunity to present the Landlord's evidence orally and in written and documentary form, and to make submissions to me.

T.G. testified she served the Tenant with the Notice of Hearing and the Landlord's Application on May 25, 2015 by registered mail to the address provided by the Tenant on the move out condition inspection report. T.G. also provided testimony as to the tracking number. Under the *Residential Tenancy Act* documents served this way are deemed served five days later; accordingly, I find the Tenant was duly served as of May 30, 2015.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenant?
2. Is the Landlord authorized to retain the security deposit?
3. Should the Landlord recover the filing fee?

### Background and Evidence

Introduced in evidence was a copy of the residential tenancy agreement which indicated that the tenancy began on September 6, 2014. Monthly rent was payable in the amount of \$800.00 and the Tenant paid a security deposit in the amount of \$400.00 which the Landlord continues to hold.

T.G. further testified that the Tenant gave notice to end the tenancy on May 7, 2015. Introduced in evidence was a copy of the Tenant's written notice dated May 7, 2015. Although the Landlord attempted to re-rent the unit, they were not able to do so until July 1, 2015. The Landlord sought monetary compensation in the amount of \$800.00 representing rent for the month of June 2015. The Landlord also requested authorization to apply the \$400.00 security deposit to any amounts awarded.

The Landlord provided copies of both the move in and move out condition inspection reports.

### Analysis

Based on all of the above, the Landlord's undisputed evidence and testimony, and on a balance of probabilities, I find as follows.

#### **Tenant's notice**

- 45** (1) A tenant may end a periodic 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, and
  - (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Accordingly, I find, pursuant to section 45, the effective date of the Tenant's notice is June 30, 2015. I accept the Landlords testimony that they attempted to rent the rental unit for June 30, 2015 in hopes of minimizing their loss, but that the rental unit was not rented until July 1, 2015. I further find that the Landlord has suffered a loss of rent for one month as a consequence of the Tenants' late notice and award the Landlord \$800.00 in compensation.

As the Landlord's application had merit, I grant the Landlord the recovery of the \$50.00 filing fee.

I find that the Landlord has established a total monetary claim of \$850.00 and I find this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenant's security deposit, which the Landlord continues to hold, in the amount of \$400.00. I authorize the Landlord to retain the Tenant's full security deposit of \$400.00 in partial satisfaction of the Landlord's monetary claim, and I grant the Landlord a monetary Order pursuant to section 67 of the *Act* for the balance owing by the Tenant to the Landlord in the amount of **\$450.00**. This Order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that court.

### Conclusion

The Landlord is entitled to monetary compensation in the amount of \$850.00 including recovery of lost rent for June 2015 and the \$50.00 filing fee. The Landlord is authorized to retain the security deposit in the amount of \$400.00 and is awarded a Monetary Order for the balance due in the amount of **\$450.00**.

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: October 26, 2015

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Residential Tenancy Branch

