



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Sterling Management Services Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the landlords' documentary evidence and application for dispute resolution and notice of hearing by registered mail on June 3, 2015, the tenant did not participate in the conference call hearing. The landlord gave affirmed evidence.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on September 15, 2014 and ended on April 1, 2015. The tenants were obligated to pay \$1250.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$625.00 security deposit. The landlord stated that the tenant gave notice on March 11, 2015 that he would be moving out on April 1, 2015. The landlord stated that they advised the tenant that it was short notice and that they did not agree to it. The landlord stated that they made diligent attempts to rent the unit for April 1, 2015 but were unsuccessful. The landlord stated that they advertised on their website, in the local paper and in their office for the public to see. The landlord is seeking the loss of revenue for the month of April 2015 in the amount of \$1250.00.

### Analysis

Section 45 of the Act addresses the issue before me as follows:

**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.

Based on the undisputed testimony and documentation before me from the landlord, I find that the tenant did not give the landlord proper notice to end the tenancy. I find that the tenant was in breach of Section 45 of the Act and therefore, the landlord is entitled to the loss of revenue for the month of April 2015 in the amount of \$1250.00

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

### Conclusion

The landlord has established a claim for \$1300.00. I order that the landlord retain the \$625.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$675.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: November 05, 2015

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Residential Tenancy Branch

