



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LANDLORD; MNSD
 TENANT: MNSD FF

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed seeking to retain the Tenant's security deposit for unpaid rent.

The Tenant filed seeking the return of the Tenant's security deposit and to recover the filing fee for this proceeding.

Service of the hearing documents by the Landlord to the Tenant were done by registered mail on September 16, 2015, in accordance with section 89 of the Act.

The Tenant did not attend the hearing therefore the Tenant's application is dismissed without leave to reapply.

Issues to be Decided

Landlord:

1. Is there unpaid rent and if so how much?
2. Is the Landlord entitled to unpaid rent and if so how much?
3. Is the Landlord entitled to retain the Tenant's security deposit?

Background and Evidence

This tenancy started on July 1, 2014 as a fixed term tenancy with an expiry date of June 30, 2015. Rent was \$1,250.00 per month payable on the last day of each month. The Tenant paid a security deposit of \$500.00 on June 30, 2014. The tenancy ended June 30, 2015 as a result of the Tenant giving notice by email on June 14, 2015 to the Landlord that she was moving out on July 15, 2015. A move in condition inspection report was completed on June 3, 2014 and the Tenant gave the Landlord her forwarding address on September 2, 2015.

The Landlord said the Tenant did not give him proper notice to end the tenancy so he did not have time to rent the unit until July 15, 2015. The Landlord said the Tenant gave notice on June 14, 2015 and the Tenant moved out on June 30, 2015; therefore he lost the opportunity to rent the unit for July 1, 2015. The Landlord requested to retain the Tenant's security deposit of \$500.00 as full payment of the rent from July 1, 2015 to July 15, 2015.

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 fixed term tenancy not earlier than the date specified in the tenancy agreement and it must be with written notice at least one month prior to the date that rent is payable 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 a right to withhold the July, 2015 rent. The Tenant is responsible for the rent from July 1, 2015 to July 15, 2015. Consequently, I find for the Landlord and I award the Landlord the Tenant's security deposit of \$500.00 as full payment of the July 1 to July 15, 2015 rent.

Conclusion

I order the Landlord to retain the Tenant's security deposit in the amount of \$500.00 as full payment of the unpaid rent in this tenancy.

The Tenant's application is dismissed with leave to reapply.

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: March 21, 2016

Residential Tenancy Branch