



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD

### 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 application for dispute resolution and notice of hearing by registered mail on September 14, 2015, the tenants 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 August 27, 2015. The tenant paid the landlord \$100.00 to move in early. The tenancy was to begin on September 1, 2015 for a fixed term of one year. The landlord stated that on September 1, 2015 the tenant returned the keys to the landlord and moved out. The landlord stated that the tenant gave no reason as to why she moved. The tenants were obligated to pay \$2600.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$1300.00 security deposit.

The landlord stated that the tenant did not pay any rent for September 2015. The landlord stated that they immediately advertised the unit and were able to rent the unit for September 7, 2015. The landlord is seeking the loss of revenue for September 1-6.

### Analysis

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

**45** (2) 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, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

I am satisfied that the tenant did not provide proper and sufficient notice as is required and breached Section 45 of the Act. I further find that the landlord met their obligation under Section 7(2) of the Act to mitigate their losses. Based on the above I find that the landlord is entitled to the loss of revenue for September 1-6 using the following calculation \$2600.00 divided by 30 days = \$86.67 x 6 days = \$520.02.

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

### Conclusion

The landlord has established a claim for \$572.02. I order that the landlord retain \$572.02 from the security deposit in full satisfaction of the claim. The landlord is to return the remaining \$779.98 to the tenant. I grant the tenant an order under section 67 for the balance due of \$779.98. 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: March 22, 2016

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Residential Tenancy Branch