



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the landlord seeking to retain the security deposit and the pet deposit. Despite having been served with the application for dispute resolution, documentary evidence and notice of hearing by registered mail on November 20, 2015, the tenants did not participate in the conference call hearing. I am satisfied that the tenants have been served in accordance with the Act and the Rules of Procedure and on that basis the hearing proceeded and completed on this date. The landlord gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to retain the security deposit and pet deposit as claimed?

Background, Evidence

The landlord's testimony is as follows. The one year fixed term tenancy began on August 1, 2015 and ended on October 31, 2015. The tenants were obligated to pay \$1600.00 per month in rent in advance and at the outset of the tenancy the tenants paid an \$800.00 security deposit and \$800.00 pet deposit. The landlord stated that on October 18, 2015 the tenants advised that they would be "breaking the lease" and be moving out by October 31, 2015. The landlord stated that she would be agreeable to break the lease only if the tenants gave one month's notice. The landlord stated that the tenants moved out anyways on October 31, 2015. The landlord stated that despite her best efforts to aggressively advertise the unit, she was unable to rent the unit on such short notice and suffered a loss of revenue for the month of November 2015. The landlord is seeking to retain the two deposits to cover the loss of \$1600.00 revenue for the month of November.

Analysis

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

Tenant's notice

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,

Based on the landlords' undisputed testimony and supporting documentation, I find that the tenant did not give sufficient notice as is required in Section 45 of the Act and therefore breached their obligation. I also find that the landlord did suffer a loss of revenue and is entitled to \$1600.00.

Conclusion

The landlord has established a claim for \$1600.00. I order that the landlord retain the \$800.00 security deposit and the \$800.00 pet deposit in full satisfaction of the claim.

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: June 16, 2016

Residential Tenancy Branch