



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNR, MNSD

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

The landlord testified and supplied documentary evidence that he served the tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent on August 16, 2016. The landlord had provided tracking information from Canada Post indicating the mail had been signed for on August 18, 2016. I find the tenant has been duly served in accordance with the Act. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Is the landlord entitled to retain a portion or all of the security deposit?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on April 1, 2016 and ended on July 30, 2016. The tenant was obligated to pay \$700.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$350.00 security

deposit. The landlord testified that the tenant phoned him on July 11, 2016 and advised that she would be moving out at the end of that month. The landlord testified that he told the tenant it was short notice and that she could be responsible for any loss of revenue. The landlord testified that despite his best efforts he was unable to rent the unit for August and suffered one month's loss of rent. The landlord is seeking the \$700.00 loss of revenue for August and the recovery of the \$100.00 filing fee for a total award of \$800.00.

The landlord is applying for the following:

1.	Loss of Rent August 2016	\$700.00
2.	Filing Fee	100.00
3.	Minus security deposit	-350.00
4.		
5.		
6.		
	Total	\$450.00

Analysis

Section 45 of the Act addresses the issue before me 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.

I find that the tenant has not acted in accordance with the above section and as a result of the tenants breach; I find that the landlord is entitled to the loss of revenue of \$700.00 for August 2016. The landlord is also entitled to the recovery of the \$100.00 filing fee for this application.

Conclusion

The landlord has established a claim for \$800.00. I order that the landlord retain the \$350.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$450.00. 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: February 14, 2017

Residential Tenancy Branch