



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SINGLA BROS HOLDINGS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNR, FF

### Introduction

On December 29, 2016, the Landlord submitted an Application for Dispute Resolution for a monetary order for unpaid rent or utilities; to keep the security deposit; and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Landlord and Tenant attended the hearing.

The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

### Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to keep the security deposit towards unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

### Background and Evidence

The parties testified that the tenancy began on January 15, 2016, as a 1 year fixed term tenancy that could continue thereafter as a month to month tenancy. Rent in the amount of \$1,300.00 was to be paid on the 15<sup>th</sup> day of each month. The Tenant paid the Landlord a security deposit of \$600.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant did not pay all the rent due under the tenancy agreement for the month of December 2016, and January 2017.

The Landlord testified that the Tenant gave verbal notice that she was moving out of the rental unit on December 1, 2016. The Landlord testified that the Tenant moved out of the rental unit on December 15, 2016.

The Landlord testified that the Tenant owes rent for half of December 2016, and the Tenant owes the full rent for January 2017.

The Landlord submitted that because the Tenant did not provide proper written notice to end the tenancy, the Tenant owes rent for January 2017.

The Landlord testified that he advertised the rental unit on the internet but did not rent it out until February 2017.

The Landlord is seeking compensation in the amount of \$1,950.00 for unpaid rent and requests to keep the security deposit in partial satisfaction of the claim for unpaid rent. The Landlord applied to keep the security deposit on December 29, 2016.

In response, the Tenant acknowledged that she did not provide a written notice to end the tenancy. She testified that she was having difficulty paying the rent, so she decided to move out of the rental unit and move in with family.

The Tenant acknowledged that she did not pay any rent after December 15, 2016.

### Analysis

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Tenant did not give the Landlord a written notice to end the tenancy. I find that the Tenant was responsible to pay the rent until the end of the fixed term tenancy set to end on January 15, 2017.

I accept the Landlord's testimony that he advertised the unit but could not rent it out for January 2017, and that he suffered a loss of rent for January 2017.

I find that the Tenant owes the Landlord \$650.00 for unpaid rent for December 2017, and \$1,300.00 for the loss of rent for January 2017.

The Landlord applied to keep the security deposit within 15 days of the date the Tenant moved out. I order that the Landlord can keep the security deposit in the amount of \$600.00 in partial satisfaction of the claim for unpaid rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$2,050.00 comprised of \$1,950.00 in unpaid rent for the above mentioned dates and the \$100.00 fee paid by the Landlord for this hearing.

After setting off the security deposit of \$600.00 towards the claim of \$2,050.00, I find that the Landlord is entitled to a monetary order in the amount of \$1,450.00. This

monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

### Conclusion

The Tenant was obligated to comply with the fixed term tenancy agreement but moved out on December 15, 2016, without giving written notice to end the tenancy effective on January 15, 2017.

The Tenant is responsible to pay the rent owing under the fixed term tenancy agreement until the end of the fixed term tenancy, and is also required to provide the Landlord with a written notice if she wished to end the tenancy at the end of the fixed term tenancy.

I order that the Landlord can keep the security deposit in the amount of \$600.00 in partial satisfaction of the claim for unpaid rent.

The Landlord is granted a monetary order for the unpaid rent and the cost of the filing fee in the amount of \$1,450.00.

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 23, 2017

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Residential Tenancy Branch