



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the Residential Tenancy Act (the “Act”).

The Landlord filed an Application requesting to keep all or part of the security deposit or pet deposit; and to recover the cost of the filing fee.

The Tenant filed for a monetary order for money owed or compensation for damage or loss under the *Act*, and for the return of the security deposit.

The Landlord appeared at the hearing; however, the Tenant did not. The Landlord testified that on May 19, 2017, he served the Notice of Hearing directly to the Tenant at the Tenant’s workplace as requested by the Tenant. I find that the Tenant was served with the Notice of Hearing.

The Landlord provided affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant failed to attend the hearing. The Tenant’s application is dismissed in its entirety. The Landlord’s application is unopposed.

Issues to be Decided

- Is the Landlord entitled to retain the security deposit?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began in February 2017, as a month to month tenancy. Rent in the amount of \$1,100.00 was due on the first day of each month. The Tenant paid the Landlord a security deposit of \$550.00.

May 2017 Rent

The Landlord testified that the Tenant did not give the Landlord proper Notice to end the tenancy. The Landlord testified that on April 1, 2017, the Tenant gave verbal notice that he was ending the tenancy. The Landlord testified that he never received written notice to end the tenancy from the Tenant.

The Landlord testified that he did not rent the unit out of the month of May 2017, and he suffered a loss of rent.

The Landlord is seeking to retain the security deposit in satisfaction of the loss of rent for May 2017.

Analysis

Section 45 of the *Act* states that a Tenant may end a periodic tenancy by giving the Landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the Landlord receives the notice, and 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. Section 52 of the *Act* requires that a notice to end tenancy must be in writing.

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows:

I find that the Tenant did not provide the Landlord with proper notice to end the tenancy as required by section 45 of the *Act*.

The Landlord did not rent the unit out for May 2017, and suffered a loss of rent. Because the Tenant did not give proper notice to end the tenancy, I find that the Tenant is responsible to pay the rent for May 2017.

I authorize the Landlord to retain the security deposit of \$550.00 in satisfaction of his claim for the loss of rent for May 2017.

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.

Conclusion

The Tenant failed to end the tenancy in accordance with the *Act* and the Landlord suffered a loss of rent.

The Landlord can retain the security deposit of \$550.00 in satisfaction of his claim.

I grant the Landlord a monetary order in the amount of \$100.00 for the cost of the filing fee.

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: October 24, 2017

Residential Tenancy Branch