



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNRL-S, FFL

Introduction

The Application for Dispute Resolution filed by the landlord seeks the following:

- a. A Monetary Order in the sum of \$1450 for loss of rent caused by the failure to give sufficient notice.
- b. An Order to retain the security deposit.
- c. An Order to recover the cost of the filing fee.

The tenant(s) failed to appear at the scheduled start of the hearing which was 1:00 p.m. on July 16, 2018. A representative of the landlord was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The tenants failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The representative of the landlord was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to the forwarding address provided by the other party. The Policy Guidelines provide that a party cannot avoid service by refusing to claim their registered mail. I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the tenant by mailing by registered mail to the forwarding address provided by the Tenant and that it was sufficient served even though the tenant failed to pick up her registered mail package. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- b. Whether the landlord is entitled to A Monetary Order and if so how much?

- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a written month to month tenancy agreement that provided that the tenancy would start on November 23, 2017 and continue on a month to month basis. The rent was \$1450 per month payable in advance on the first day of each month. On April 25 2018 the tenant(s) gave the landlord written notice she was vacating the rental unit at the end of April 2018. The landlord was not able to rent the rental unit for May 2018 despite sufficiently attempting to mitigate its loss. .

Analysis - Monetary Order and Cost of Filing fee

The Residential Tenancy Act provides that where a Tenant wishes to end a month to month tenancy the tenant must give the landlord one clear month written notice prior to the end of the rental payment period to be effective at the end of the ensuing rental payment period. The Notice to End Tenancy given by the Tenant on April 25, 2018 was insufficient to end the tenancy on April 30, 2018. I determined the landlord sufficiently attempted to find alternative renters for May but was unable to do so given the late notice.

I granted the landlord a monetary order in the sum of \$1450 plus the sum of \$100 in respect of the filing fee for a total of \$1550.

Security Deposit

I determined the security deposit plus interest totals the sum of \$725. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$825.

Conclusion:

I ordered that the landlord shall retain the security deposit of \$725. I further ordered that the Tenant pay to the landlord the sum of \$825.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on the parties.

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: July 16, 2018

Residential Tenancy Branch