



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL MNRL-S

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

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

The landlord attended the hearing and had the opportunity to call witnesses and present affirmed testimony and written evidence.

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional twenty minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

The landlord provided affirmed testimony that the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail sent on March 7, 2019 and deemed received by the tenant under section 90 of the *Act* five days later, that is, on March 12, 2019.

The landlord provided the Canada Post Tracking Number in support of service to which I refer on the cover page. Pursuant to sections 89 and 90, I find the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution on March 12, 2019.

Issue(s) to be Decided

Is the landlord entitled to:

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

Background and Evidence

The landlord provided uncontradicted evidence as the tenant did not attend the hearing.

The landlord testified the tenancy started on January 1, 2019 and ended on February 28, 2019. The landlord submitted a copy of the tenancy agreement.

The month-to-month tenancy was for rental of \$2,500.00 monthly payable on the first of the month. At the beginning of the tenancy, the tenant provided a security deposit in the amount of \$1,250.00 which the landlord holds. The tenant paid rent to February 28, 2019.

The tenant vacated suddenly and without notice on February 10, 2019. When the tenant vacated, the landlord requested one month's notice and payment of rent for the month of March 2019 in the amount of \$2,500.00. The tenant refused to pay rent for March 2019.

The landlord claimed rent for one month, reimbursement of the filing fee and an order authorizing the landlord to apply the security deposit to the monetary order.

The landlord submitted a monetary order worksheet in support of his claim.

The landlord testified that the unit is in a geographical area with a small population. The landlord testified that despite his best efforts he was unable to find a short- or long-term tenant until April 1, 2019. The landlord advertised the unit on websites both for nightly and monthly accommodation.

The landlord requested a monetary order as follows:

| ITEM | AMOUNT |
|-----------------------------|-------------------|
| Outstanding rent March 2019 | \$2,500.00 |
| Reimbursement of filing fee | \$100.00 |
| (Less security deposit) | (\$1,250.00) |
| Monetary Order | \$1,350.00 |

The landlord filed this application for dispute resolution on March 4, 2019 within 15 days of the end of the tenancy.

Analysis

The Act sets out how a tenant may end a tenancy. Section 45(1) provides:

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.

As rent was payable on the first of the month, the tenant was required to provide notice of his intention to end the tenancy on or before January 31, 2019 to end the tenancy by the end of February 2019.

I accept the landlord's uncontradicted testimony that the tenant did not provide one month's notice as required by the Act. I also accept the landlord's evidence that he took all reasonable efforts to mitigate his losses and to attempt to find a replacement tenant.

Considering the evidence and testimony, I find the landlord has met the burden of proof on a balance of probabilities that he is entitled to rent for the month of March 2019. I accordingly grant the landlord a monetary award in the amount of \$2,500.00. As the landlord is successful in this application, I grant the landlord reimbursement of the filing fee of \$100.00. Pursuant to section 72, I authorize the landlord to apply the security deposit to the monetary award.

In summary, my award to the landlord is as follows:

| ITEM | AMOUNT |
|-----------------------------|-------------------|
| Outstanding rent March 2019 | \$2,500.00. |
| Reimbursement of filing fee | \$100.00 |
| (Less security deposit) | (\$1,250.00) |
| Monetary Order | \$1,350.00 |

Conclusion

I grant the landlord a monetary order in the amount of **\$1,350.00**. This order must be served on the tenant. If the tenant fails to comply with this order, the landlord may file the order in the Provincial Court (Small Claims) to be 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: June 27, 2019

Residential Tenancy Branch