



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNRL-S, FFL, MNSDS-DR

Introduction

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

- a monetary order for unpaid rent 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.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38.

Only the landlord appeared at the hearing. The landlord provided affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The landlord testified he served the tenants with the Notice of Hearing and Application for Dispute Resolution in person on February 11, 2021 in the presence of a witness. I find that the tenants were duly served. 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.

As the tenants chose not to participate in the teleconference, I hereby dismiss their application in its entirety without leave to reapply.

Issue to be Decided

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to the recovery of the filing fee?

Background, Evidence

The landlord's **undisputed** testimony is as follows. The month to month tenancy began on October 1, 2020 and ended on January 31, 2021. The monthly rent of \$1500.00 was due on the first of the month. The tenants paid a security deposit of \$750.00 which the landlord still holds. The landlord testified that the tenants moved out on February 1, 2021 without any notice. The landlord seeks the loss of rent for February along with the filing fee for this application.

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.

The landlord has provided undisputed testimony and documentation to support their claim. I find that the tenants have not acted in accordance with the above section, accordingly; I find that the landlord is entitled to \$1500.00 for the loss of rent for February 2021 as the tenants did not give proper notice to end the tenancy. 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 \$1600.00. I order that the landlord retain the \$750.00 security deposit in partial satisfaction of the claim, and I grant the landlord an

order under section 67 for the balance due of \$850.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant's application is dismissed in its entirety without leave to reapply.

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 03, 2021

Residential Tenancy Branch