



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution, notice of hearing and evidence in person by a process servicer on September 25, 2021 in accordance with Section 89 of the Act. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to retain the security deposit?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

On June 8, 2021 the Tenant paid a security deposit for the tenancy to start on July 15, 2021. On July 2, 2021 the Landlord collected a security deposit of \$525.00, a pet deposit of \$525.00 and a half month’s rent for the period July 15, 2021 to July 30, 2021.

On July 15, 2021 the Tenant was given the keys to the unit. On July 19, 2021 the Tenant returned the keys to the unit and ended the tenancy. Upon receiving the keys to the unit, the Landlord immediately advertised the unit for the same rate and started contacting pre-existing tenant applicants. No new tenant could be obtained for an earlier start date of September 1, 2021 as notices to end their tenancies had to be given. On September 5, 2021 the Landlord received the Tenant's forwarding address and on September 17, 2021 made this application. The Landlord claims \$1,050.00 for August 2021 rent.

Analysis

Section 45(1) of the Act provides that 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.

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. This section further provides that where a landlord or tenant claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement the claiming party must do whatever is reasonable to minimize the damage or loss. Based on the Landlord's undisputed evidence that the Tenant gave no notice to end the tenancy I find that the Tenant breached their requirement to provide a month's written notice to end the tenancy. Based on the Landlord's undisputed evidence that they acted immediately to find another tenant at the same rental rate, I find that the Landlord acted reasonably to minimize their loss of rent for August 2021. For these reasons I find that the Landlord has substantiated an entitlement to the claimed amount of **\$1,050.00**. As the Landlord has been successful with their claim, I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,150.00**. Deducting the combined

security and pet deposit plus zero interest of **\$1,050.00** from the entitlement leaves **\$100.00** owed to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$1050.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$100.00**. If necessary, this order may be filed in the Small Claims Court and 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 Act.

Dated: May 09, 2022

Residential Tenancy Branch