



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes: *MNSD, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* to retain the security deposit and for the recovery of the filing fee. At the start of the hearing the landlord requested that her application be amended to include the loss of income for February.

The notice of hearing dated June 17, 2009 was served on the tenant on June 29, 2009, by registered mail to the forwarding address provided by the tenant, to the landlord.

The landlord filed a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions

Issues to be decided

Is the landlord entitled to a monetary order to recover loss of income and the filing fee?

Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on November 27, 2008. The monthly rent was \$900.00 payable in advance on the first of each month. Prior to moving in, the tenant paid a security deposit in the amount of \$450.00.

On January 30, 2009, the tenant advised the landlord that she was moving out the next day. She stated that she did not have time to provide a month's notice to end the tenancy and agreed to allow the landlord to keep the security deposit. She moved out January 31, 2009 without providing the landlord with her forwarding address.

On March 19, 2009, the tenant wrote the landlord a letter requesting the return of her security deposit and provided her forwarding address. The landlord filed an application to retain the deposit and also to recover loss of income for the month of February.

The landlord stated that she tried to find a tenant for February, but was not successful. The rental unit was re-rented for March 01, 2009. The landlord is claiming \$900.00 for loss of income for February and \$50.00 for the filing fee and has applied to retain the security deposit in partial satisfaction of her claim.

Analysis

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a 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 on which the tenancy is based, that rent is payable under the tenancy agreement.

In the absence of evidence to the contrary, I find that the tenant moved out without giving the landlord adequate notice to end the tenancy and therefore is required to compensate the landlord for the loss of income that she suffered, in the amount of \$900.00. The landlord has proven her case and is therefore also entitled to the recovery of the filing fee in the amount of \$50.00.

The landlord has established a total claim of \$950.00. I order that the landlord retain the security deposit of \$450.00 and the applicable accrued interest of \$0.65 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$499.35. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for **\$499.35**

Dated September 28, 2009.

Dispute Resolution Officer