



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for unpaid rent; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent on March 3rd, 2011 at an address provided by the tenant. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a single detached home. Pursuant to a written agreement, the fixed term tenancy started on August 1st, 2010 and was to end July 31st, 2011. The rent of \$1000.00 per month was payable on the first of each month and the tenant paid a security deposit of \$500.00.

The landlord testified that the tenant ended the tenancy on February 1st, 2011 by dropping off the keys in the landlord's absence at her office. She stated that tenant did not provide any notice to end the tenancy and that the only forwarding address she had was the tenant's business address.

The landlord applied to recover the loss of a month's rent for February 2011, a \$20.00 late fee and the filing fee to make this application for a claim totalling \$1070.00.

Analysis

I accept the landlord's undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Based on the available evidence, I accept the landlord's testimony that the tenant failed to comply with the Act. Section 45(2) of the *Residential Tenancy Act* states in part that a tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than the date specified in the tenancy agreement as the end of the tenancy.

The tenant ended the tenancy before the date specified on the agreement when she left on February 1st. I find the landlord entitled to recover the loss of that month's rent.

Conclusion

I authorize the landlord to retain the tenant's \$500.00 security deposit for a balance owing of \$520.00, including the late fee. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$570.00.

This Order may be registered 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 *Residential Tenancy Act*.

Dated: June 13, 2011.

Residential Tenancy Branch