



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MNSD, MNDC

Introduction

This hearing was convened in response to an application filed by the landlord seeking:

1. A monetary order for compensation for loss;
2. An order to be allowed to retain the security deposit; and
3. A monetary order to recover the filing fee paid for this application.

Both parties appeared at the hearing of this matter and gave evidence under oath.

Summary of Background

The parties agree that the tenant rents a room in a shared house with other tenants. He states his tenancy started on June 01, 2007 and his monthly rent is \$450.00 per month paid on the 1st day of each month. At the start of this tenancy the tenant paid a security deposit of \$225.00. This tenancy began as a fixed term ending May 31, 2009 and continued on thereafter as a month-to-month tenancy.

The landlord testified that the tenant vacated the rental unit on April 1, 2012 without giving notice as required by the Act and the tenant put a stop payment on his April 1, 2012 post-dated rent cheque. The landlord provided evidence of the stop payment advice from the financial institution involved.

The tenant agrees that he vacated the rental unit on April 1, 2012 but states that the landlord was on a lengthy trip to the Phillipines and there was no one to give notice to. Further the tenant says that he was forced to vacate because he had no bathroom facilities. The tenant testified that the police attended and determined that the lack of washroom facilities was a necessity of life that a landlord was required to provide.

The landlord responded that she left contact numbers for tenants to use in her absence further that she left contact numbers for a plumber and electrician should any emergencies arise.

With respect to the lack of washroom facilities the landlord said she investigated the matter and discovered that the bathroom door had been locked from inside and this is why it was not accessible. The bathroom is a shared facility between a number of tenants and the landlord could not determine who was responsible for locking the door.

Analysis and Findings

The Act requires a tenant to give 30 days' written notice prior to vacating a rental unit. I find that the evidence of both parties shows that the tenant did not give sufficient or proper (written) notice. I therefore find that the landlord is entitled to rent for the notice period.

The landlord requests to be allowed to retain the security deposit in partial satisfaction of this claim and I will grant an order in that regard.

Having been successful in this application I also find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

Conclusion

I will make an Order in favour of the landlord as follows:

Rental Arrears for Notice period	\$450.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and interest from June 1, 2007 to the date of this Order	-230.38
Total Monetary Award in favour of Landlord	\$269.62

The landlord is provided with a formal Order in the above terms. This is a final and binding Order enforceable as any Order of the Provincial Court of British Columbia.

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 21, 2012.

Residential Tenancy Branch