

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

and the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Landlord M.S. attended the hearing for the Landlord.

Tenant A.S. attended the hearing for the Tenant.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I find that the Tenant(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

Service of Evidence

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

Issues to be Decided

Is the Landlord entitled to a Monetary Order 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 Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit.

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

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Facts and Analysis

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Both parties provided copies of the tenancy agreement showing a \$1200.00 monthly rent, due on the first day of each month, and a \$600.00 security deposit. Both parties agree that the tenancy, at the time the Tenant vacated, was month to month.

Both parties agree that the Tenant vacated the rental unit on May 31, 2025, after giving the Landlord a notice to end tenancy on May 7, 2025, that had an effective date of May 31, 2025.

Both parties agree that the Landlord still retains the Tenant's \$600.00 security deposit, and that he received the Tenant's forwarding address on June 30, 2025.

Is the Landlord entitled to a Monetary Order for unpaid rent?

Section 45(1) of the Act reads as below:

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.

I find that Tenant's notice to end tenancy, being given to the Landlord in the same month as its effective date, contravened section 45(1)(a) of the Act.

As such I find, per section 53 of the Act, the effective date of the notice to end tenancy automatically changed to June 30, 2025. Flowing from this, is my finding that the Tenant is liable for June 2025 rent, which both parties agree has not been paid.

I find that the landlord has established a claim for \$1200.00 in unpaid rent for June 2025. Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act.

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

As the Landlord applied for dispute resolution with 15 days of receiving the Tenant's forwarding address, under section 67 of the Act, I allow the Landlord to retain the Tenant's \$600.00 security deposit, plus \$15.95 of interest, a total of \$615.95 in partial satisfaction of the monetary award.

Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit.

As I have found the Landlord is entitled to keep the entirety of the security deposit, plus interest, I dismiss the Tenant's application without leave to reapply.

Is the Tennant entitled to recover the filing fee for this application from the Landlord?

As the Tenant was not successful in their application, the Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

Is the Landlord entitled to recover the filing fee for this application from the Tennant?

Although, under section 72 of the Act, I may order payment or repayment of a fee under section 59 (2) (c), I decline to do so. The Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

Conclusion

I grant the Landlord a Monetary Order in the amount of **\$584.05** under the following terms:

| Monetary Issue | Granted Amount |
|---|----------------|
| a Monetary Order for unpaid rent under sections 67 of the Act | \$1200.00 |

| | |
|---|-----------------|
| authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act | -\$615.95 |
| Total Amount | \$584.05 |

The Landlord is provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible. Should the Tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: September 15, 2025

Residential Tenancy Branch