



# Dispute Resolution Services

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

## Decision

Dispute Codes: MT, MNDC, FF

## Introduction

This hearing dealt with an application by the tenant pursuant to the Residential Tenancy Act for orders as follows:

- A monetary order pursuant to Section 67;
- An order to allow the tenant more time to make an application to cancel the notice to end tenancy, pursuant to Section 66
- An order to recover the cost of filing the Application for Arbitration pursuant to Section 72.

## Background and Evidence

I find that the Notice to End Tenancy dated July 02, 2008 for cause was served on the Tenant on July 02, 2008 by way of personal service, with an effective date of September 15, 2008. The Application for Arbitration dated August 11, 2008 was served on the landlord on August 12, 2008 by way of registered mail.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached.

The tenant testified that the tenancy started on March 15, 2005 and the tenant paid a damage deposit of \$ 900.00. The monthly rent is \$1800.00 and did not include utilities.

The tenant stated that she was out of town from July 02, 2008 to July 30, 2008 and has submitted into evidence proof of her travel arrangements. The tenant applied for dispute resolution on August 11, 2008 and is within the time lines for this application. Accordingly, an order to grant more time to dispute the notice to end tenancy is not required.

The tenant stated that she moved out of the rental unit on August 07, 2008 without giving the landlord notice to end the tenancy at an earlier date. She informed the landlord by email on August 11, 2008. Since the tenant has moved out, she is conclusively presumed to have accepted that the tenancy has ended and the application to cancel the notice to end tenancy is withdrawn.

The tenant has applied for compensation in the amount of one month's rent. The landlord has served the notice to end tenancy as per Section 47 (1) (i) of the *Residential Tenancy Act* which states that a landlord may end a tenancy by giving notice to end the tenancy, if the tenant purports to sublet the rental unit without first obtaining the landlord's written consent. Since the landlord has not served a notice as per section 49 of *The Residential Tenancy Act*, the tenant is not entitled to receive from the landlord an amount that is equivalent to one month's rent. Hence the tenant's application for compensation is dismissed.

The landlord testified that the tenant owes rent for August and utilities for June, July and August and is requesting to retain the damage deposit in partial satisfaction of this claim. As I do not have this application in front of me, I make no findings with regard to the landlord's monetary claim.

### Analysis

Based on the testimony of the tenant, I find that the tenant has accepted the notice and withdrawn her application to set it aside. The landlord has issued this notice pursuant to section 47, hence the tenant is not entitled to her claim of compensation of one month's rent.

September 8, 2008

Date of Decision