



# Dispute Resolution Services

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

## Decision

Dispute Codes: MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order that the landlord be permitted to retain the security deposit in satisfaction of the claim.

### Issue(s) to be Decided

Did the tenants provide proper notice that they were vacating the rental unit?

Is the landlord entitled to recover unpaid rent from July 15 – 31?

### Background and Evidence

The parties agreed that they entered into a tenancy agreement whereby the tenants would rent the rental unit for \$3,000.00 per month for a fixed term from April 1, 2008 to June 30, 2008. The tenancy agreement provided that at the end of the fixed term, the tenancy could continue on a month-to-month basis. The parties further agreed that in mid-June 2008 the tenants advised the landlord by telephone that they would be vacating the rental unit in mid-July. The tenants did indeed vacate the rental unit on July 15 and paid \$1,500.00 in rent for that month. The landlord seeks to recover rent for the last half of July as she claims the tenants did not give proper notice under the Act. The tenants claimed that the landlord had intended to move into the rental unit and did move into the rental unit for a few days after the tenancy ended and that the tenancy was conducted on a casual basis.

### Analysis

Based on the testimony of the parties and the provisions of the tenancy agreement, I find that the fixed term tenancy became a periodic, or month-to-month, tenancy on June 30. Section 45(1) of the *Residential Tenancy Act* provides that to end a periodic tenancy, the tenants must give one full month's notice that they are ending the tenancy

and that notice is effective the day before rent is payable for the month following the end of the tenancy. In this case, when giving notice to end the tenancy any time in June, the tenants could not end the tenancy prior to July 31. I find the tenants are responsible to pay rent for the balance of July in the amount of \$1,500.00. I find that the landlord having moved into the rental unit for a few days after the tenants vacated the rental unit does not preclude the landlord from claiming the income to which she was rightfully entitled.

### Conclusion

I find that the landlord has established a claim for \$1,500.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the deposit and interest of \$1,511.25 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$38.75. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 25, 2008.