



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## Decision

**Dispute Codes:** MNSD, MNR, FF

### **Introduction**

This is the Landlords' application for a Monetary Order for unpaid rent; to apply the security deposit towards the Landlords' monetary claim; and to recover the cost of the filing fee from the Tenants.

The parties gave affirmed evidence and this matter proceeded on its merits.

### **Issue(s) to be Decided**

- (1) Are the Landlords entitled to a Monetary Order, and if so, in what amount?
- (2) Are the Landlords entitled to recover the filing fee from the Tenants?

### **Background and Evidence**

The tenancy started on June 1, 2009. Rent was \$995.00 per month, due on the first day of each month. The Tenant paid a security deposit in the amount of \$500.00 on June 1, 2009.

#### **Landlord KD's testimony**

The Landlord testified that on June 23, 2009, the Tenant gave his verbal notice to end the tenancy effective June 30, 2009. The Landlord stated that he immediately started advertising the rental unit on Craigslist and in the Tri-City Newspaper every Wednesday

and Friday, but was not able to re-rent the rental unit for the month of July. The Landlord applied for loss of rent for the month of July, 2009, in the amount of \$995.00.

### Tenant's testimony

The Tenant testified that he gave the Landlord his verbal notice that he was moving on June 20, not on June 23, 2009. The Tenant stated that he was unaware that there was any problem with giving the Landlord notice in this way. The Tenant stated that he initially intended to stay in the rental unit for six months, but after he had lived in the rental unit for 10 days, he decided to buy a house because there were many problems with the rental unit. The Tenant stated that he is a new immigrant and was unaware of his rights and responsibilities. The Tenant testified that he did not read the Tenancy Agreement carefully before signing it, and that the Landlord did not provide him with a copy of the Tenancy Agreement.

### Analysis

It is important to note that the Landlords did not comply with the *Residential Tenancy Act* (the "Act"), as follows:

- The Landlords required a security deposit in excess of ½ of one month's rent, contrary to Section 19(1) of the Act.
- The Landlords did not provide the Tenant with a copy of the Tenancy Agreement, contrary to Section 13(3) of the Act.

The Landlord KD also admitted in the Hearing that after the Tenants vacated the rental unit, he opened the Tenants' mail without the Tenants' authorization or knowledge.

The Tenant testified that he moved out of the rental unit as a result of issues surrounding the tenancy. The Tenant did not provide any verbal testimony with respect to, or documentary evidence of, any written notification given to the Landlords regarding any problems with the tenancy.

Sections 45 and 52 of the Act provide that a tenant's notice to end tenancy must be in writing and must be provided to the landlord on an effective date which is not earlier than one month after the date the landlord receives the written notice, and is the day before the day in the month that rent is payable. In this case, the Tenants did not provide the Landlords with written notice. In any event, even if the Tenants' notice had been in writing, the earliest effective date for the end of the tenancy would have been July 31, 2009. Therefore, I find the Landlords are entitled to loss of rent for the month of July, 2009, in the amount of \$995.00.

Pursuant to Section 72(2)(a) of the Act, the Landlords may apply the security deposit towards their monetary award. No interest has accrued on the deposit.

The Landlords have been successful in their application and are entitled to recover the cost of the filing fee from the Tenants.

The Landlords have established a monetary claim, as follows:

Unpaid rent for July, 2009	\$995.00
Recovery of the filing fee from the Tenants	\$50.00
Less security deposit paid by the Tenants	<u>-\$500.00</u>
TOTAL monetary award after set-off of the security deposit	\$545.00

At the Hearing, it was apparent that both parties were unaware of several provisions of the Act. I am providing both parties with a booklet entitled "A Guide for Landlords and Tenants in British Columbia" which provides general information about the Act and the rights and responsibilities of landlords and tenants.

**Conclusion**

I grant the Landlords a Monetary Order against the Tenants in the amount of \$545.00. This Order must be served on the Tenants and may be filed in the Provincial Court of British Columbia (Small Claims) 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.

December 2, 2009

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Date of Decision

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