



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      MNR, FF

### Introduction

This hearing dealt with the landlords' Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by both landlords and the tenant.

### Issues(s) to be Decided

The issues to be decided are whether the landlords are entitled to a monetary order for unpaid rent and utilities and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The tenancy began on January 1, 2010 as a 4 month fixed term tenancy for the monthly rent of \$650.00 due on the 1<sup>st</sup> of the month, no security deposit was paid. The tenant moved out of the rental unit in March 2010.

The landlord is claiming rent for March and April 2010, utilities for April 2010, internet charges and charges for cleaning the unit. The tenant states he agrees he was responsible for utilities but that he specifically told the landlords he did not want high speed internet.

The tenant acknowledges that he did not pay rent or utilities. He testified that he stopped paying the rent because he was deprived of his peaceful enjoyment of the rental unit. The tenant noted several instances where the landlords had entered his unit without his permission or disturbed him from his sleep.

The tenant also testified that he had given the landlords verbal notice that he would be leaving at the end of March, 2010. The landlords dispute this and testified that the tenant never gave them any notice that he was moving out.

### Analysis

Section 26 of the *Act* states a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the *Act*, regulations or tenancy agreement.

Section 52 states that in order for a tenant's notice to end a tenancy to be effective it must be in writing and must be signed and dated by the tenant, give the address of the rental unit and state the effective date of the notice.

I find the tenant failed to comply with Section 26 of the *Act* when he failed to pay the rent for the month of March, 2010. I also find that the tenant failed to provide effective notice to end the tenancy by not providing the landlord a notice compliant with Section 52 and he is therefore responsible for rent for the month of April 2010.

I accept, based on the tenant's agreement that he was responsible for utilities during the tenancy, that he owes the landlords \$30.00 for April 2010 utilities. In the absence of a written tenancy agreement and based on the dispute testimony of both parties, I cannot find the tenant is responsible for internet charges. I dismiss this portion of the landlord's application.

As the landlord has only applied for a monetary order for unpaid rent and utilities I also dismiss the portion of the landlords' application requesting compensation for cleaning the rental unit.

### Conclusion

I find that the landlords are entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$1,380.00** comprised of \$1,300.00 rent owed; \$30.00 for utilities and the \$50.00 fee paid by the landlords for this application.

This order must be served on the tenant and may be filed in the Provincial Court (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*.

Dated: August 13, 2010.

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Dispute Resolution Officer