



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking to obtain a monetary order.

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

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent and lost rent; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 44, 45, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement for a month to month tenancy that began on April 17, 2010 for a monthly rent of \$1,150.00 due on the 1st of the month.

The parties agree the tenants informed the landlord verbally on May 26, 2010 that they would be vacating the rental unit by May 30, 2010. Both parties agree the tenants are responsible for rent for the month of June 2010, resulting from the tenant's short notice to the landlord of their want to end the tenancy.

The landlord contends that even after meeting with the tenants on May 27, 2010 they still failed to provide any written notice to end the tenancy, and as such the tenants are responsible for rent for the month of July 2010. The landlord testified the rental unit was re-rented effective August 1, 2010.

Analysis

Section 44 of the *Act* stipulates that a tenancy ends if, among other things, the tenant provides a notice to end the tenancy in accordance with Section 45 of the *Act*. Section 45 states that a tenant may end a periodic (month to month) tenancy by giving the landlord notice effective on a date that is not earlier than one month after the date the

landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement; and that the notice is made in accordance with Section 52 of the *Act*. Section 52 requires the notice to be in writing.

Based on these sections and on the agreement of the parties, I find the tenants are responsible for the payment of rent for June 2010.

Section 44 also states that a tenancy ends if, among other things, the tenant vacates or abandons the rental unit. From the landlord's testimony, and agreed by the tenants, the tenants vacated the rental unit prior to May 31, 2010 and as such the tenancy ended on that date.

Despite the fact the tenants did not provide the landlord with *written* notice to end the tenancy on June 30, 2010, I find that by vacating the rental unit the tenancy ended and the landlords have no claim to any rent beyond what they would be entitled to had they received a written one month notice.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,175.00** comprised of \$1,150.00 rent owed and as the landlord was only partially successful in their application \$25.00 of the \$50.00 filing fee paid by the landlord for this application.

I order the landlord may deduct the security deposit, pet damage deposit and interest held in the amount of \$675.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$500.00**. This order must be served on the tenants 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: October 19, 2010.

Dispute Resolution Officer