



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, MNSD, FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking monetary orders for unpaid rent, for compensation under the Act or tenancy agreement, to keep the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I note the parties had been to one previous Dispute Resolution Hearing for a different matter, under a different file number.

I further note that the Tenant appeared at the hearing late, and then became rude and antagonistic during the later portions of the hearing. When the Tenant made inappropriate comments about the Landlord he was cautioned. The Tenant hung up from the conference call after the Decision was rendered, and then he called back in a short time later to continue his inappropriate behaviour. The telephone call was discontinued at that time as the hearing had been concluded prior to the Tenant leaving the conference the first time.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary claim made against the Tenant?

### Background and Evidence

The Landlord and Tenant entered into a standard term tenancy agreement, with the tenancy beginning on August 1, 2010, on a month to month basis. The monthly rent was set at \$1,000.00, and was payable on the first day of the month. The Tenant paid the Landlord a security deposit of \$500.00 on August 1, 2010.

As a result of the previous hearing, the monthly rent was reduced to \$920.00, as the Tenant was compensated due to the order of the prior Dispute Resolution Officer eliminating laundry services at the rental unit.

On February 7, 2011, the Tenant gave the Landlord a written notice to end the tenancy effective on March 15, 2011.

On February 28, 2011, the Tenant wrote to the Landlord with his forwarding address to return the security deposit to. The Tenant writes in the letter that he moved out of the rental unit before March 1, 2011. The Tenant alleges in the letter that the Landlord suggested he move out before March 1, 2011.

The Landlord is claiming for one month of rent due to the insufficient notice given by the Tenant.

The Tenant testified and acknowledged he gave the Landlord the notice to end tenancy in February. The Tenant states he did not live in the rental unit for one day in March and submits he does not have to pay rent for this month. He says the Landlord orally agreed with this.

The Landlord denied any oral agreement with the Tenant to forgive March rent.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the Tenant has breached the Act and the tenancy agreement by failing to give the Landlord the required notice to end tenancy.

In British Columbia a tenancy legally ends only if it is ended in accordance with the Act.

Under section 45 of the Act, the Tenant was required to provide the Landlord with no less than one month of notice and no later than the last day in the month before the month in which he wanted it to end. For example, if the Tenant wanted to end the

tenancy on February 28, 2011, then he was required to provide the Landlord with the notice no later than January 31, 2011.

I find that by not providing the notice in accordance with the Act, the Tenant has caused the Landlord to suffer a loss of rent for the month of March 2011.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Having found the Tenant's breach cost the Landlord one month of rent I find the Landlord is entitled to the compensation as sought in the Application. Therefore, I find that the Landlord has established a total monetary claim of **\$970.00** comprised of \$920.00 for one month of rent and the \$50.00 fee paid for this application.

I order that the Landlord retain the deposit of **\$500.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$470.00**

This order 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: June 16, 2011.

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Residential Tenancy Branch