



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC

### Introduction

This matter dealt with an application by the tenant to obtain a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and was hand delivered to the landlord on June 21, 2011.

Both parties appeared, gave sworn testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party and witness, and make submissions to me. On the basis of the solemnly sworn evidence presented at the hearing I have determined:

### Issue(s) to be Decided

- Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?

### Background and Evidence

Both parties agree that this month to month tenancy started in January, 2011. Rent for this unit was \$500.00 per month and was due on the first day of each month.

The tenant testifies that he moved from the rental unit on May 19, 2011 and gave the landlord written notice of this on that day. He states he had to move out as he did not get along with another tenant. The tenant states he paid rent for June, 2011 of \$500.00 however he was told the landlord re-rented his room in June, 2011. The tenant seeks to recover his rent for June, 2011 of \$500.00.

The tenants witness testifies the landlord promised to return the tenants rent for June, 2011 if the unit was re-rented. He testifies he was told the unit had been re-rented from June 05, 2011.

The landlord testifies he returned the tenants' security deposit of \$250.00 on June 02, 2011 and at that time the unit had not been re-rented. He testifies he did find a new tenant who could move in on June 13, 2011 and he allowed him to drop some of his belongings at the unit prior to this date. The landlord testifies he did not collect any rent for this room until June 13, 2011.

### Analysis

I have carefully considered the evidence before me, including the sworn testimony of both parties and witness for the tenant. S.45 of the Act states:

**45** (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

The tenant did not provide one clear month's written notice to end his tenancy therefore the landlord would be entitled to collect rent for June, 2011. However as I have no corroborating evidence to show the unit was re-rented from June 01, 2011 I accept the landlords sworn testimony that the unit was re-rented on June 13, 2011.

Consequently, the landlord is entitled to keep rent paid up to June 12, 2011 and the balance of \$299.88 (\$16.66 per day for 18 days) must be returned to the tenant. As the tenant has established his claim in part he will receive a Monetary Order for the sum of **\$299.88** pursuant to s. 67 of the *Act*.

### Conclusion

I HEREBY FIND in partial favor of the tenants' monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$299.88**. The order must be served on the respondent and is enforceable through the Provincial Court 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: September 27, 2011.

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Residential Tenancy Branch