



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid rent, for money owed or compensation for damage or loss under this Act, regulation or tenancy agreement, and to retain the security deposit in partial satisfaction of the claim.

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.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order?

### Background and Evidence

The tenancy began on August 2, 2011. Rent in the amount of \$750.00 was payable on the first of each month. A security deposit of \$375.00 was paid by the tenant. The tenancy ended on August 6, 2011.

The landlord testified the tenant was originally going to move into the rental unit on September 1, 2011. However, the rental unit became available in August and the landlord asked the tenant if he wanted to move in earlier at a reduced rate of \$375.00. The tenant took possession of the rental unit on August 2, 2011 and the tenant vacated the rental unit on August 6, 2011.

The landlord testified the tenant did not give him one month notice to end the tenancy as required by the Act and is seeking compensation for lost rent for the months of September and October 2011.

The landlord further testified that on August 6, 2011, he posting a "For Rent" sign on the property and advertising on two commonly used websites and was not able to rent the unit until November 2011.

The tenant testified that he did agree to rent the unit, and picked up the keys on August 2, 2011. The tenant testified that he did not move his possessions into the rental unit.

The tenant further testified that on August 6, 2011, he decided to leave the rental unit as he failed to notice when he viewed the rental unit that there was no running water in the kitchen. He also discovered the landlord was growing marihuana in the backyard and this was not a comfortable living environment for him.

### Analysis

Based on the above, the testimony and evidence, an on a balance of probabilities, I find as follows:

I accept the parties entered into a month to month tenancy. Section 45(1) 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 evidence of the parties was the tenancy ended on August 6, 2011. The tenant did not provide the landlord with one month notice as required by the Act.

As this was a month to month agreement the earliest time the tenant could have legally ended the tenancy was September 30, 2011.

The landlord did try to mitigate the lost of rent by posting signage on the property and advertising on two commonly used websites. Therefore the landlord is entitled to be compensated for rent for the month of September 2011.

The tenant testified he had not moved into the rental unit and there was no evidence that the tenant left the rental unit in an unusable state due to damage caused by the tenant. Therefore I dismiss the landlords claim for additional lost rent.

I find that the landlord has established a monetary claim of \$750.00 for lost rent and I order that the landlord retain the security deposit of \$375.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$375.00.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenant did not provide one month notice to end tenancy to the landlord as required by the Act.

The landlord is granted a monetary order and may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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: December 15, 2011.

---

Residential Tenancy Branch