



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC

### Introduction

This hearing dealt with an application by the tenant for a monetary order. Both parties participated in the conference call hearing.

### Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

### Background and Evidence

The tenant testified that in September 2011, he gave both written and verbal notice to the landlord's agent, J.K., that he would be vacating the rental unit on October 1, although he actually vacated the unit earlier. The tenant's rent for the month of October was paid directly to the landlord by the Ministry of Employment and Income Assistance (the "Ministry"). The landlord negotiated the cheque and the tenant seeks to recover that payment.

J.K. appeared at the hearing on behalf of the landlord and testified that she did not receive any notice, either verbal or written, from the tenant. She stated that it took at least 3 weeks, possibly more, to re-rent the unit.

### Analysis

The tenant was required to give one clear month's written notice that he was ending his tenancy. If the tenant's rent was due on the first day of each month and he wanted to end his tenancy before his next rental payment was due, he would have to give written notice before his rent was due in the last month of the tenancy. In other words, in order to end his tenancy on September 30, the tenant would have had to give written notice no later than August 31. The tenant did not have the option of ending his tenancy on October 1 if his rent for October was due on that day.

I am not satisfied that the tenant gave the landlord written notice that he wished to end his tenancy and I find it more likely than not that if verbal notice was given, it was not give one clear month before the end of the tenancy. I find that the tenant either gave no notice or inadequate notice and that the tenant remained obligated to pay rent in the month of October. I find that the landlord was entitled to negotiate the cheque for October rent and that she would have lost rental income had she not done so.

### Conclusion

For the reasons given above, I dismiss the tenant's claim.

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: January 11, 2012

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Residential Tenancy Branch