



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for, a monetary order for unpaid rent.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on May 3, 2012, a Canada post tracking number was provided as evidence of service, the tenant did not appear.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The tenancy began on January, 1, 2012. Rent in the amount of \$575.00 was payable on the first of each month. A security deposit and pet deposit were paid by the tenant. Both deposits were returned to the tenant.

The landlord testified the tenant did not provide any notice to end tenancy and vacated the rental unit on February 29, 2012. The landlord stated he immediately advertised the rental unit in a local newspaper. However, he was not able to rent the unit for March 2012. The landlord is seeking rent for March 2012, in the amount of \$575.00.

Analysis

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

Tenant's notice

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.

Form and content of notice to end tenancy

- 52** In order to be effective, a notice to end a tenancy must be in writing and must
- (a) be signed and dated by the landlord or tenant giving the notice,
 - (b) give the address of the rental unit,
 - (c) state the effective date of the notice,
 - (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and (e) when given by a landlord, be in the approved form

In this case, the tenant did not provide the landlord with one month written notice to end tenancy as required by the Act. I find the tenant has violated the Act and as a result the landlord suffered a loss.

The landlord took reasonable steps to mitigate the loss by advertising the rental unit in the local newspaper. Therefore, I find the landlord is entitled to compensation for unpaid rent in the amount of \$575.00.

I find that the landlord has established a total monetary claim of **\$625.00** of unpaid rent and the \$50.00 fee paid for this application. A copy of this order must be served on the tenant.

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

Conclusion

The landlord is granted a monetary order.

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 08, 2012.

Residential Tenancy Branch