



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR; FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent and loss of revenue; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony at the Hearing.

Issues to be Decided

- Are the Landlords entitled to a monetary award for unpaid rent in the amount of \$900.00 for February, 2012, and loss of revenue in the amount of \$900.00 for March 1 to 14, 2012?

Background and Evidence

In a previous Hearing, the Tenant was awarded double the amount of the security deposit, pursuant to the provisions of Section 38(6) of the Act.

A copy of the tenancy agreement was provided in evidence. This tenancy began on February 1, 2011. Monthly rent was \$1,800.00, due the first day of each month.

On January 31, 2012, the Tenant sent the Landlord an e-mail advising that he would be moving out of the rental unit effective February 15, 2012. The Tenant paid only \$900.00 rent for February. The Tenant testified that he believed that he had an agreement with the Landlords that he did not have to give a full month's notice.

The Tenant also stated that a full month's notice was not required because the Landlords "broke the contract" by not installing an air conditioning unit as promised by May 10, 2011 and by entering the rental property without due notice "several times".

The Landlords disputed that they told the Tenant he could give short notice. They testified that they re-rented the rental unit effective March 15, 2012, for \$1,900.00 per month.

Analysis

Section 45 of the Act provides the only ways in which tenants may end a periodic (month-to-month) tenancy:

- By giving notice to end the tenancy effective on a date that is **not earlier than one month after the date the landlord receives the notice**, and is the day before the day in the month that rent is payable; or
- If a landlord has failed to comply with a material term of the tenancy agreement and **has not corrected the situation within a reasonable time after the tenant gives written notice of the failure**, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

Section 45 of the Act also provides that a notice to end tenancy must comply with Section 52 of the Act, which states:

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.

(emphasis added)

In this case, I find that the Tenant's notice to end the tenancy, a copy of which was provided in evidence, does not comply with Sections 45 or 52 of the Act. An e-mail is not considered sufficient notice to end a tenancy because it is not signed by the Tenant and Section 88 of the Act (how to give or serve documents generally) does not provide for service of documents by way of e-mail.

The Tenant did not provide sufficient evidence that he had given the Landlords written notice of their failure to comply with a material term of the tenancy agreement.

I find that the Tenant did not comply with Section 45 of the Act and that the Landlords suffered a loss as a result of that failure. I find that the Landlords have established a monetary claim for unpaid rent for February, 2012, in the amount of **\$900.00**, together

with loss of revenue for the period March 1 – March 14 inclusive in the amount of **\$812.90** (\$1,800.00 / 31 days x 14 days).

The Landlords have been successful in their application and I find that they are entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

Conclusion

I hereby provide the Landlord a Monetary Order in the amount of **\$1,772.90** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (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: July 09, 2012.

Residential Tenancy Branch