



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application for a Monetary Order for unpaid rent and loss of rent; and, authorization to retain the security deposit. The tenants did not appear at the hearing. The landlord provided registered mail receipts, including tracking numbers, as proof of service of the hearing documents. The registered mail was sent to the tenants' forwarding address as provided by the tenants, in writing, by way of a note dated July 1, 2012. I was satisfied the tenants have been sufficiently served with the hearing documents and I proceeded to hear from the landlord without the tenants present.

Preliminary and Procedural Matters

I have amended the application to correct the spelling of the male tenant as it appears on the tenancy agreement and other documentary evidence.

The monetary claim was reduced to exclude loss of rent for August 2012 as the unit was re-rented starting August 1, 2012.

Issue(s) to be Decided

1. Is the landlord entitled to recover unpaid rent for July 2012?
2. Is the landlord authorized to retain the security deposit?

Background and Evidence

The tenants signed a tenancy agreement with the previous owner of the property on October 21, 2011. The tenancy agreement requires the tenants to pay rent of \$1,100.00 on a month-to-month basis. The landlord acquired the property in June 2012 and informed the tenants of such in writing on June 15, 2012. The tenancy agreement does not specify the date rent was payable; however, the landlord understood that the previous owner indicated rent was payable on the 1st day of every month. On July 1, 2012 the tenants left a note for the landlord stating:

“We [tenants] did not give 1 month notice for rent so therefore we forfeit (sic) our damage deposit and will be out by July 7, 2012.”

The landlord testified that the tenants vacated the unit on July 6, 2012 and the landlord re-rented the unit starting August 1, 2012. The landlord is seeking to recover unpaid rent of \$1,100.00 for the month of July 2012.

The landlord provided a copy of the following documents as evidence: the tenancy agreement; the landlord’s letter to the tenants dated June 15, 2012; the tenants’ note dated July 1, 2012; and, registered mail receipts.

Analysis

Under the Act a tenant is required to pay rent in accordance with the terms of their tenancy agreement. In order to end a month-to-month tenancy, tenants must give the landlord one full month of written notice.

Based upon the evidence before me, I find the tenants failed to give sufficient notice to end the tenancy and did not pay rent when due. Therefore, I find the landlord is entitled to unpaid rent of \$1,100.00 from the tenants for the month of July 2012.

The landlord has been authorized to retain the security deposit of \$550.00 in partial satisfaction of the unpaid rent; therefore, I provide the landlord with a Monetary Order for the balance of \$550.00 plus \$50.00 for recovery of the filing fee paid for this application.

The Monetary Order must be served upon the tenants and may be enforced in Provincial Court (Small Claims) as an order of the court.

Conclusion

The landlord has been authorized to retain the security deposit. The landlord has been provided a Monetary Order for the balance of \$600.00 to serve upon the tenants and enforce as necessary.

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 26, 2012.

Residential Tenancy Branch