



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid rent and authorization to retain the security deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Issue(s) to be Decided

1. Is the landlord entitled to compensation for unpaid rent?
2. Is the landlord authorized to retain the security deposit in partial satisfaction of unpaid rent?

Background and Evidence

The month-to-month tenancy commenced May 1, 2012 and the tenants paid a security deposit of \$625.00. The tenants were required to pay rent of \$1250.00 on the 1st day of every month.

The tenants gave the landlord verbal notice to end the tenancy on or about January 5, 2013. The tenants removed the majority of their possessions from the unit on or about January 25, 2013 and the remainder of their possessions on or about February 10, 2013. The tenants claim they also gave the landlord notice to end the tenancy via text message. The tenants claimed that they left the keys in the rental unit although the landlord stated that she never found them. The landlord re-rented the unit effective March 1, 2013.

The landlord is seeking to recover unpaid rent for the month of February 2013.

The landlord submitted that the tenants gave insufficient notice to end the tenancy. The tenants submitted that the illness of a family member was the reason they had to move from the rental unit so quickly.

Analysis

Under the Act, a tenant may end a month-to-month tenancy by providing the landlord with one full month of written notice. The written notice must include the address of the rental unit, the effective date of the end of tenancy, and the signature of the tenant. Further, it must be given in one of the ways permissible under section 88 of the Act. Giving notice verbally or via text message does not meet the requirements of written notice as outlined above.

The effective date of the notice must be at least one month after it is received by the landlord and must be the last day of the rental period. To illustrate: in order to end the tenancy effective January 31, 2013 the tenants would have to ensure the landlord received written notice to end the tenancy no later than December 31, 2013.

Based upon the evidence before me, I find the tenants failed to give the landlord sufficient or proper notice to end their tenancy in January 2013. Therefore, I find the tenants obligated to pay rent for the month of February 2013.

As explained to the tenants during the hearing, unfortunate personal circumstances are not a legal basis to exempt them from the obligations under the Act and do not form a basis for the landlord to suffer a loss.

For all of the above reasons, I award the landlord loss of rent for the month of February 2013 in the amount of \$1,250.00, as claimed. I also award the \$50.00 filing fee to the landlord. I authorize the landlord to retain the tenants' security deposit in partial satisfaction of the amounts awarded to the landlord. The landlord is provided a Monetary Order in the net amount of \$675.00 [$\$1,250.00 + \$50.00 - \625.00] to serve upon the tenants and enforce as necessary.

Conclusion

The landlord is authorized to retain the tenants' security deposit and has been provided a Monetary Order for the balance of \$675.00 to serve 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: June 04, 2013

Residential Tenancy Branch

