



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNR; MNDC; MNSD; FF

### **Introduction**

This is the Landlord's application for a Monetary Order for unpaid rent and loss of revenue; to retain the security deposit in partial satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that the Notice of Hearing documents were mailed to the Tenants, via registered mail, to the forwarding address provided by the Tenant. The Landlord provided the tracking numbers for the registered documents. A search of the Canada Post tracking system indicates that the registered documents were successfully delivered to the Tenant on June 24, 2013.

The Landlord testified that he mailed his documentary evidence to the Tenant, via registered mail, on September 17, 2013. The Landlord provided the tracking numbers.

Based on the Landlord's affirmed testimony and the Canada Post tracking information, I am satisfied that the Tenant was duly served with the Notice of Hearing documents and copies of his documentary evidence by registered mail. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

### **Issues to be Decided**

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

### **Background and Evidence**

The Landlord gave the following testimony:

On March 23, 2013, the Tenant and the Landlord entered into a verbal tenancy agreement. The tenancy was to begin on April 1, 2013. Monthly rent was \$2,400.00, due on the first day of each month. A security deposit of \$1,200.00 was required. On March 23, 2013, the Tenant paid \$1,000.00 towards the security deposit, leaving a

balance owing of \$200.00 for the security deposit. The Landlord provided a copy of the receipt in evidence.

On March 30, 2013, the Landlord gave the Tenant the keys to the rental unit. On April 2, 2013, the Tenant gave the Landlord a cheque for April's rent in the amount of \$2,400.00. The Landlord attempted to cash the cheque on April 3, 2013, but it was dishonoured by the bank. The Landlord provided a copy of the receipt for April's rent payment and a copy of the Tenant's cheque in evidence.

The Landlord attempted to contact the Tenant but the Tenant would not respond. On April 26, 2013, at 1:35 a.m., the Tenant sent the Landlord a text message indicating that she was no longer interested in occupying the rental unit. On April 29, 2013, the Tenant sent the Landlord another text requesting return of the security deposit.

On June 11, 2013, the Landlord received a letter from the Tenant dated May 20, 2013, providing her forwarding address. The letter enclosed the keys to the rental unit. The Landlord seeks a monetary award for unpaid rent for the month of April, 2013, in the amount of \$2,400.00.

### **Analysis**

I accept the Landlord's undisputed affirmed testimony in its entirety. Based on the Landlord's testimony and documentary evidence, I find that the parties entered into a tenancy agreement and that the tenancy was to begin on April 1, 2013.

Section 45 of the Act requires that a tenant may end a month-to-month tenancy by providing the landlord written notice to end the tenancy not earlier than one month after the date the landlord receives the notice. It must be given the day before the day in the month that rent is due under the tenancy agreement. I find that the Tenant did not provide sufficient notice to end the tenancy and that the Landlord has suffered a loss because of the Tenant's breach of Section 45 of the Act.

Therefore, I allow the Landlord's claim in the amount of \$2,400.00 against the Tenant.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of his monetary award.

The Landlord's application had merit and I find that he is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

|   |                     |
|---|---------------------|
| April rent  | \$2,400.00          |
| Recovery of the filing fee                            | <u>\$50.00</u>      |
| Subtotal  | \$2,450.00          |
| Less security deposit                                 | <u>- \$1,000.00</u> |
| <b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b> | <b>\$1,450.00</b>   |

### **Conclusion**

I hereby provide the Landlord with a Monetary Order in the amount of **\$1,450.00** 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: October 10, 2013

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Residential Tenancy Branch

