



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by personal service on November 20, 2014 in accordance with Section 89 of the Act. The Tenant did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started in either March or April 2013 with monthly rent of \$1,500.00 payable on the first day of each month. At the outset of the tenancy the Landlord collected \$750.00 as a security deposit. On October 22, 2014 the Tenant told the Landlord that the tenancy was ending on November 1, 2013 and the Tenant moved out on that date. The Landlord states that advertisements on local websites started on

October 22, 2014 for the same rent and the unit was not rented until January 1, 2014. The Landlord claims unpaid rent for November 2013.

Analysis

Section 45 of the Act provides that 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.

Section 53 of the Act provides that ineffective dates to end tenancies are automatically changed. As the Tenant gave its notice to end the tenancy on October 22, 2013, I find that the effective date of the notice would be November 30, 2014 and that the Tenant is responsible for paying rent until the tenancy is effectively ended. As such I find that the Landlord is entitled to unpaid rent of **\$1,500.00**. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,550.00**. Deducting the security deposit of **\$750.00** plus zero interest leaves **\$800.00** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain security deposit plus interest of \$750.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$800.00**. If necessary, this order may be filed in the Small Claims Court 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: March 13, 2014

Residential Tenancy Branch

