



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, MNDC, 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;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants 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?

Background and Evidence

The tenancy started on June 1, 2013. On March 12, 2014 the Tenant gave notice to end the tenancy by April 15, 2014. Rent of \$873.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected a security deposit of \$427.50. The Landlord withdraws the claim for \$50.00 in arrears and claims only unpaid rent of \$873.00.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. 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 is not earlier than one month after the date the landlord receives the notice, and 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 52 of the Act provides that an ineffective date on a notice to end tenancy is deemed to be changed to be in compliance with the Act. As rent was payable on the first day of each month the Tenant's notice to end tenancy is automatically corrected to be effective April 30, 2014. As such the Tenant is liable for rent for this month. Based on the undisputed evidence I find that the Landlord has substantiated unpaid rent for April 2014 in the amount of **\$873.00**. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$923.00**. Deducting the security deposit of **\$425.50** plus zero interest leaves **\$497.50** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$425.50 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$497.50**. 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: October 16, 2014

Residential Tenancy Branch

