



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Greater Victoria Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order. The hearing was conducted via teleconference and was attended by an agent for the landlord. The hearing and conference call lines were left open for 10 minutes; the tenant did not attend the hearing.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on July 14, 2014 in accordance with Section 89. Canada Post tracking information confirms the tenant received the package on July 17, 2014. Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing the landlord submitted that they were not pursuing cleaning costs and as such, I amend the landlord's Application to exclude the claim of \$225.00 for cleaning.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 45, 67, and 72 of the *Act*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on June 24, 2013 for a month to month tenancy beginning on July 1, 2013 for a monthly rent of \$665.00 due on the 1st of each month with a security deposit of \$332.50 paid.

The landlord submits that the tenant never did provide a written notice to end tenancy. He stated that the tenant came to the office at the beginning of June 2014 indicating that he might be moving and then mid-month he again went to the office and confirmed verbally that he was vacating the rental unit at the end of June 2014.

The landlord seeks rent for the month of July 2014 in the amount of \$665.00 and for \$10.00 that was previously owed.

Analysis

Section 45(1) of the *Act* stipulates that a tenant may end a 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 that rent is payable under the tenancy agreement.

Based on the undisputed testimony of the landlord I find the tenant failed to provide sufficient notice to end the tenancy as is required under Section 45(1). As a result, I find the tenant is responsible for the payment of rent to the landlord for the month of July 2014.

Also based on the landlord's undisputed testimony I find the tenant owed the landlord \$10.00 in arrears from previous rent owed.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$725.00** comprised of \$675.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$332.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$392.50**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: December 10, 2014

Residential Tenancy Branch

