



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, MNR, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent and for the recovery of the filing fee. The landlord also applied to retain the security deposit.

The landlord testified that on September 18, 2015, he served the tenant with the notice of hearing by registered mail to the address provided by the tenant. The landlord filed a copy of the tracking slip. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent and the filing fee?

Background and Evidence

The landlord testified that the tenancy started on July 01, 2014. The monthly rent was \$900.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$450.00

The landlord stated that on August 18, 2014, the tenant provided the landlord with a written notice to end the tenancy effective September 15, 2014. The tenant also provided his forwarding address at the same time. On September 01, 2014, the tenant paid one half's month rent and moved out on September 15, 2014.

The landlord found a tenant for October 01, 2014 and is claiming unpaid rent for the latter half of September 2014. The landlord is also claiming the recovery of the filing fee.

Analysis

Section 45 of the *Residential Tenancy Act*, states 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 that rent is payable under the tenancy agreement.

Based on the testimony of the landlord and evidence before me, I find that the tenant gave notice on August 18, 2014 to end the tenancy effective September 15, 2014. Since rent is due on the first of each month, by giving notice to end the tenancy on August 18, 2014, the earliest that the tenancy could legally end would be September 30, 2014. Accordingly I find that the tenant did not give the landlord adequate notice to end the tenancy and therefore I find that the landlord is entitled to **\$450.00** for unpaid rent.

Since the landlord has proven his case, he is entitled to the recovery of the filing fee of **\$50.00**.

Overall the landlord has established a claim of \$500.00.00. I order that the landlord retain the security deposit of \$450.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$50.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order of **\$50.00**.

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: April 15, 2015

Residential Tenancy Branch

