



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

The landlords apply for a monetary award for unpaid January 2015 rent.

The tenant did not attend the hearing though duly served by registered mail send February 25, 2015 and received and signed for by her on March 3, 2015.

Issue(s) to be Decided

Does the landlords' uncontradicted evidence show that they are entitled to recover the amount claimed?

Background and Evidence

The rental unit is a manufactured home located in a conventional manufactured home park.

The tenancy started in October 2014 at a monthly rent of \$850.00. The landlords holds a \$425.00 security deposit.

The landlord Ms. McM. testified that in December the tenant indicated she would be moving but failed to provide a requested notice in writing that she was doing so. Ms. McM. discovered on or about January 7, 2015 that the tenant had left.

Analysis

The *Residential Tenancy Act*, sections 45 and 52 together require that to be effective a tenant's notice to end the tenancy must be in writing and must be signed and dated by the tenant. No such notice was given here.

I find that the tenant continued to be responsible for rent after December 2014 and was responsible to pay the January 2015 rent when it came due.

Conclusion

I award the landlords \$850.00 for January 2015 rent, plus recovery of the \$50.00 filing fee. I authorize the landlords to retain the \$425.00 security deposit in reduction of the amount awarded.

The landlords decline a monetary order against the tenant for the remainder.

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: May 22, 2015

Residential Tenancy Branch

