



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, O, MNR, MNSD, FF

Introduction

In the first application the tenant seeks to cancel a ten day Notice to End Tenancy and for “other” relief.

In the second application the landlord seeks to recover unpaid rent and loss of rental income for half of July 2015.

The tenant vacated the premises at the end of June 2015. He confirms he no longer seeks to cancel the ten day Notice nor seek an other relief.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the landlord is entitled to unpaid rent or loss of rental income?

Background and Evidence

The rental unit is a large two bedroom basement suite in the landlord’s home.

The tenancy started in July 2015 for a one year fixed term. The monthly rent was \$1250.00, due on the first of each month in advance.

The parties argued about whether the tendered the June rent or part of it. In the end, no rent money was paid for June.

The tenant texted the landlord on June 2 that he would be leaving “at the end of the month.” On June 30 he texted that he was gone and that the keys were under a mat.

The landlord re-rented the premises for July 15 and seeks half the July rent.

Analysis

The June rent is owed.

Section 45(2) of the *Residential Tenancy Act* (the “Act”) states;

- (2) A tenant may end a fixed term 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,
 - (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy,** and
 - (c) 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.

(emphasis added)

The tenant was responsible under the tenancy agreement until July 15 and could not end it earlier without the landlord’s written agreement. I accept the landlord’s evidence that she was not in the legal position to re-rent the premises before then and I award her half the July rent of \$625.00.

Conclusion

The landlord is entitled to a monetary award of \$1875.00 plus recovery of the \$50.00 filing fee. I authorize the landlord to retain the \$625.00 security deposit in reduction of the amount awarded. There will be a monetary order against the tenant for the remainder of \$1300.00.

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: July 29, 2015

Residential Tenancy Branch

