



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing convened as a result of the Landlord's Application for Dispute Resolution wherein the Landlord requested a Monetary Order for unpaid rent, authority to retain the security deposit and, to recover the filing fee.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenant?
2. Should the Landlord recover the filing fee paid to file their application?

Background and Evidence

The tenancy began on September 2, 2014. Monthly rent was payable in the amount of \$550.00 and the Tenant paid a security deposit of \$275.00 at the beginning of the Tenancy.

According to the Landlord, the Tenant called on January 5, 2015 and told the Landlord that he intended to move as of January 31, 2015 and that he would only be able to pay half a month's rent. The Tenant moved on January 8, 2015.

In response to my question as to when the rental unit was re-rented, the Landlord stated that it was posted for sale in July of 2015. The Landlord sought rent for January and February 2015 in the amount of \$1,100.00 in addition to the \$50.00 filing fee.

The Tenant testified that he could no longer afford rent and gave the Landlord verbal notice to end the tenancy on January 2, 2015. He stated that on January 8, 2015 the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities with an effective date of January 16, 2015 (the "Notice"). The Tenant testified that the Notice was pinned to his door.

Analysis

Section 52 of the *Residential Tenancy Act* provides that for a notice to end tenancy to be effective, it must be in writing. In this case, the Tenant's verbal notice, whether it occurred on January 2, or 5, is ineffective.

The Landlord issued the Notice on January 8, 2015. This Notice was in the approved form and had the effect of ending the tenancy on the effective date. As the Notice was posted to the door on January 8, 2015, section 90 provides that it is deemed served three days later, namely January 11, 2015. Pursuant to section 53 the effective date automatically corrects to January 21, 2015. As such, the Landlord ended the tenancy as of January 21, 2015.

Accordingly, the Landlord is entitled to monetary compensation for \$550.00 in unpaid rent for January 2015 only as well as the \$50.00 filing fee for a total of \$600.00. I order that the Landlord retain the security deposit of \$275.00 in partial satisfaction of the claim and I grant the Landlord an Order under section 67 for the balance due of **\$325.00**.

This Order may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

Conclusion

The Landlord ended the tenancy when she issued the Notice. The Landlord is entitled to recover the unpaid rent for January 2015 in addition to the filing fee. She is given a Monetary Order in the amount of \$325.00 and must serve the Tenant with the Order.

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: August 31, 2015

Residential Tenancy Branch

