



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNSD

Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$1000.00 and recovery of the \$50.00 filing fee, and requesting an order allowing them to keep the full security deposit of \$1000.00 towards the claim.

Some written arguments have been submitted prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicants have established monetary claim against the respondents, and if so in what amount.

Background and Evidence

This tenancy began on October 1, 2014 with a monthly rent of \$2000.00.

A security deposit of \$1000.00 was collected prior to the tenancy.

On February 4, 2015 the landlords served the tenants with a one-month Notice to End Tenancy for cause, with an end of tenancy date of March 31, 2015.

The landlord testified that on March 3, 2015 the tenants told them they would be vacating by the middle of March 2015 and would only pay one half months' rent.

The landlord stated that they never agreed to allow the tenants to move early as the rental unit had already been re-rented for April 1, 2015.

The landlord further testified that the tenants subsequently vacated the rental unit fully on March 20, 2015, however the tenants only paid one half the March 2015 rent and therefore they are asking for an order for the remaining \$1000.00.

The tenant admits receiving the one-month Notice to End Tenancy, however she testified that the male landlord had agreed to allow them to move early and accept \$1000.00 rent for the month of March 2015.

The tenant further testified that they had fully vacated the rental unit before March 15, 2015, and therefore she does not believe they should have to pay any further rent for the month of March 2015.

In response to the tenants testimony the landlord further testified that, her husband only accepted the \$1000.00 for March 2015, because that's all that was offered and that he did not agree that the tenants could move early and only pay one half months' rent.

The landlord further testified that the tenants in fact paid \$1100.00, however \$100.00 was returned to the tenants because the tenants told them they could not afford to move and therefore would not be vacating unless the \$100.00 was returned.

The landlord further responded by stating that the tenants did not vacate the rental unit by March 15, 2015, and in fact the tenants were not out, fully, until March 20, 2015.

Analysis

It's my finding that the one month Notice to End Tenancy that was served on the tenants in February of 2015 had an effective end of tenancy date of March 31, 2015.

It is also my finding that it was the tenant's choice to vacate early and only pay one half of the rent for the month of March 2015, and there is insufficient evidence to support the tenant's claim that the landlord ever agreed to accept one half months' rent.

It is my decision therefore that the tenants are liable for the full rent for the month of March 2015, and since they only paid one half of the rent, there is still \$1000.00 in rent outstanding.

I therefore allow the landlords claim of \$1000.00 for outstanding rent, and recovery of the \$50.00 filing fee.

Conclusion

I have allowed the landlords full claim of \$1050.00 and I therefore order that the landlords may retain the full security deposit of \$1000.00 and I have issued a monetary order in the amount 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: September 08, 2015

Residential Tenancy Branch

