



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MNDC, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

The landlord did not attend this hearing, although I waited until 1120 in order to enable the landlord to connect with this teleconference hearing scheduled for 1100. The tenant attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The tenant testified that he personally served the landlord with the dispute resolution package on 25 May 2015. The tenant testified that he served the landlord at his office. The tenant testified that he told the landlord what the documents were. The tenant testified that the landlord refused to take the documents and indicated that he would deny receiving the document. The tenant testified that he left the documents on the reception desk and the receptionist witnessed this. On the basis of this evidence, I am satisfied that the landlord was served with the dispute resolution package pursuant to section 89 of the Act.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement? Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the tenant, not all details of the submissions and / or arguments are reproduced here. The principal aspects of the tenant's claim and my findings around it are set out below.

The tenancy began 1 October 2015 and ended 15 April 2015. The tenant testified that the tenancy was a month-to-month tenancy. I was not provided with a copy of the tenancy agreement. The tenant testified that monthly rent of \$1,300.00 was due on the first of the month. The landlord collected a security deposit in the amount of \$650.00, which the landlord has returned.

On or about 11 March 2015 the tenant provided his notice to terminate the tenancy. The notice set out an effective end date to the tenancy of 15 April 2015. The tenant seeks return of half his rent for April on the basis that he vacated the rental unit on 15 April 2015.

### Analysis

Subsection 45(1) of the Act sets out how a tenant may end a month-to-month tenancy:

A tenant may end a periodic 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 after the landlord receives the notice, and
- (b) is before the day in the month...that rent is payable under the tenancy agreement.

Rent was due on the first of the month. In accordance with paragraph 45(1)(b), this means that the earliest date the tenant could end the tenancy with notice given 11 March 2015 was 30 April 2015. As such, the landlord was entitled to rent for all of April 2015 and the tenant is not entitled to return of the half month's rent.

As the tenant has not been successful in his application, he is not entitled to recover his filing fee from the landlord.

### Conclusion

The tenant's application is dismissed without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: October 19, 2015

---

Residential Tenancy Branch

