



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNR; MNSD; FF

### **Introduction**

This is the Landlord's Application for Dispute Resolution seeking a Monetary Order for unpaid rent; to apply the security and pet damage deposits towards his monetary award; and to recover the cost of the filing fee from the Tenants.

The parties gave affirmed testimony at the Hearing.

I determined that the Tenants were sufficiently served with the Notice of Hearing documents and copies of the Landlord's evidence on May 21, 2015.

### **Issues to be Decided**

- Is the Landlord entitled to a monetary award for unpaid rent for the month of May, 2015?
- May the Landlord apply the security deposit and pet damage deposit towards his monetary award?

### **Background and Evidence**

This tenancy began on March 15, 2014. Monthly rent was \$775.00, due on the first day of each month. Monthly rent included utilities up to 22 kwh a day, pursuant to an addendum attached to the tenancy agreement and signed by the parties. The Tenants agreed to pay any electricity usage exceeding 22 kwh per day within 21 days of receipt of the utility bill. The Tenants paid a security deposit and a pet damage deposit, each in the amount of \$387.50, for a total of \$775.00.

The Tenants provided the Landlord with written notice dated April 1, 2015, to end the tenancy. The Landlord received the Tenant's notice to end the tenancy on April 2, 2015. On May 1, 2015, the parties completed a Condition Inspection Report and the Tenants provided the Landlord with their forwarding address. There were no damages to the rental unit.

The Tenants did not pay rent for May, 2015. The Landlord re-rented the rental unit effective June 1, 2015.

The Tenants stated that the Landlord gave them notice on March 30, 2015, to restrict a service or facility. They testified that they didn't realize they had to give a full month's notice to end the tenancy, and that they moved out of the rental unit on April 29, 2015.

The Landlord seeks a monetary award in the amount of \$722.35, representing rent for the month of May, 2015, minus a set-off of \$52.64 for electricity not used by the Tenants for the month of May, 2015.

### **Analysis**

Section 45(1) of the Act provides that a tenant must provide notice to end a periodic tenancy by giving the landlord a notice that is effective of a date that is not earlier than one month after the date the landlord receives the notice, and is the day before the day in the month that rent is payable under the tenancy agreement. In this case, rent was due on the first day of each month and therefore the Tenants would have had to provide the Landlord with notice to end the tenancy before March 31, 2015, for the tenancy to end on April 30, 2015.

Section 53 of the Act provides that an incorrect end of tenancy date provided on a notice to end tenancy (if it is earlier than the earliest date permitted) is deemed to be changed to the earliest date that complies with the Act. Therefore, I find that the earliest effective date of the Tenants' notice to end tenancy was May 31, 2015. I find that the Landlord is entitled to rent for the month of May, 2015. I allow the Landlord's monetary award as claimed, in the amount of **\$722.35**.

The Landlord has been successful in his Application and I find that he is entitled to recover the cost of the **\$50.00** filing fee from the Tenants.

Further to the provisions of Section 72 of the Act, the Landlord may apply the security deposit and pet damage deposit towards his monetary award, leaving a balance of **\$2.65**, which I order the Landlord to return to the Tenants.

### **Conclusion**

The Landlord is entitled to deduct a total of **\$772.35** from the security deposit and pet damage deposit, representing unpaid rent and recovery of the filing fee.

I order the Landlord to return the balance of the deposits, in the amount of **\$2.65**, to the Tenants within 15 days of receipt of this Decision.

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: November 17, 2015

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Residential Tenancy Branch

