



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD, MNR, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord under *the Residential Tenancy Act* (the Act) for unpaid rent and to retain the security deposit in satisfaction of revenue losses for tenant's breach of the tenancy agreement.

Both parties participated in the hearing with their submissions, document evidence and testimony during the hearing. The parties each acknowledged receiving the evidence of the other. The landlord and tenant were further each given opportunity to orally provide their respective evidence and were given opportunity to respond to it. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the landlord entitled to the monetary amount claimed?

Background and Evidence

The undisputed relevant testimony in this matter is that the tenancy started May 15, 2015. Under the tenancy agreement rent in the amount of \$600.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$300.00, which they retain in trust, as well as \$300.00 for the balance of May 2015 to May 31, 2015. The tenant

then paid \$300.00 on June 02, 2015 toward June 2015 rent. The parties agreed that as of June 15, 2015 the tenant had not yet moved in, or occupied the rental unit, and the tenant testified this was their choice.

The disputed testimony is as follows. On June 16, 2015 the tenant arrived at the rental unit with their belongings and claimed they were ready to now occupy the rental unit. However, the tenants both claim the landlord stated to them they wanted to end the tenancy agreement and refused the tenant entry into the unit. The tenant left. The landlord disagreed with the tenant's version of events, and testified they did not tell the tenant they wanted the tenancy to end, and, that the tenant was free to occupy the unit as intended by the contractual tenancy. They stated they were satisfied the tenant was now going to occupy the unit and the tenancy would continue as contracted.

On June 24, 2015 the landlord received a letter from the tenant effectively providing the landlord with their Notice to End – stating in part: *“I am formally negating my tenancy agreement. I was lead to believe that the agreement could be longer, however due to you selling the house I cannot continue this agreement”*. – as written – sign date June 22, 2015. The landlord testified they were confused. They seek the balance of the rent for June in the amount of \$300.00 and the rent to July 22, 2015 in the amount of \$450.00.

Analysis

The parties may access resources and a copy of referenced publications at
< www.bc.ca/landlordtenant >

On preponderance of all the evidence in this matter, I have reached a Decision upon the following findings.

I find the parties entered into a written tenancy agreement and I find the agreement is a valid contract for the tenancy. If the tenant attempted to negate the tenancy as purported in the tenant's letter, the Act does not permit a party to do so. If the landlord

attempted to end the tenancy the Act states that a tenancy only ends in accordance with the provision of section 44 of the Act – and effectively does not permit a party to otherwise simply end a tenancy. I find the events of June 16, 2015, as per the tenant's or as per the landlord's version of events, effectively irrelevant to the otherwise contractual obligations of the parties under the Act. I find the tenant's letter received on June 24, 2015 effectively provided the landlord with legal Notice to End the tenancy at the end of the following month in accordance with **Section 45** of the Act: that is, July 31, 2015.

As a result of all the above, I find the tenancy agreement states that all rent for June 2015 was payable on June 01, 2015, and as a result, the landlord is owed \$300.00 for the balance of June 2015 rent. I further find that the landlord was not legally obligated to re-rent the unit until August 1, 2015 and that the tenant owes the rent until the end of July 2015. However, in this matter the landlord solely seeks \$450.00 of the rent for July 2015.

I find the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the filing fee. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Unpaid rent for June 2015	\$300.00
Unpaid rent for July 2015 - mitigated	\$450.00
Filing Fees for the cost of this application	50.00
<i>Less Security Deposit</i>	<i>-300.00</i>
Total Monetary Award to landlord	\$500.00

Conclusion

I Order that the landlord retain the deposit of \$300.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of

\$500.00. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: December 08, 2015

Residential Tenancy Branch

