



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

FINAL DECISION

Dispute Codes:

MNDC, FF

Introduction

Both parties were present at the hearing held on January 18, 2016. An interim decision was issued on January 19, 2016; providing the parties with instructions for service of evidence. At my discretion a corrected interim decision was issued on February 12, 2016.

This is the final decision.

Background and Evidence

At the hearing held on January 18, 2016 instructions were given; confirmed in the interim decision issued on January 19, 2014. The tenant was to submit a copy, front and back, of a cheque issued to the landlord.

The tenant was to serve the landlord with a copy of that cheque and provide evidence of registered mail sent to the landlord.

The tenant supplied a copy of the cheque issued on July 15, 2014. The tenant supplied evidence of registered mail sent to the landlord on January 31, 2016.

The landlord was given the opportunity to dispute the cheque supplied by the tenant and understood that a failure to do so would indicate agreement with the evidence. The landlord did not make any evidence submission, in response to the evidence.

The tenant supplied a copy of a cheque issued to the landlord on July 15, 2014 in the sum of \$700.00. The cheque includes a notation that the payment is for rent owed between August 1 and August 14, 2014. The back of the cheque supplied as evidence appears to have a bank processing stamp of August 06, 2014.

The tenant previously supplied evidence of a decision issued on May 7, 2015; awarding the tenant return of double the \$1,700.00 security deposit.

There was agreement that July 2014 rent was paid in full.

Analysis

I have considered how this tenancy ended and whether there was a meeting of the minds regarding the date the tenancy could end. From the evidence before me I find that the landlord did agree to accept the tenants' notice, given in writing on July 11, 2014 and that the tenancy could end on that date. The tenant informed the landlord she

would end the tenancy effective August 15, 2014. The tenant said she gave the notice only after reaching an agreement with the landlord, who told her he planned on doing some renovations to the unit.

It was not until June 9, 2015 that the landlord issued the tenant a letter informing the tenant she must pay rent for the month of August 2014. This followed the monetary Order issued to the tenant in the sum of \$1,450.00, for double the security deposit and filing fee costs.

I find that the delay of almost one year after the tenant gave notice to end the tenancy, combined with what I find was payment to the landlord in the sum of \$700.00 for rent owed for the first two weeks of August 2014, confirms the tenants' submission; that the landlord had accepted the tenancy could end effective August 15, 2014. I find, on the balance of probabilities, that the presence of workers on the property on the day the tenant was vacating supports the tenants' submission that the end of tenancy mid-month suited the landlord, as renovations were to take place in preparation for new tenants moving into the unit on September 1, 2014.

Therefore, pursuant to section 44(f) of the Act I find that the tenancy ended, by mutual agreement, effective August 15, 2014.

Based on the cheque issued to the landlord on July 15, 2014 in the sum of \$700.00, which is one half of one months' rent, I find that the landlord has been paid rent owed for the first two weeks of August 2014.

Therefore, I find that the landlords' claim for unpaid rent is dismissed.

Conclusion

The application is dismissed.

This interim decision is final and binding 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: January 19, 2016

Residential Tenancy Branch

