



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR, FF

Introduction

This is an application brought by the Landlord(s) requesting a Monetary Order in the amount of \$653.49 and requesting recovery of the \$50.00 filing fee.

The applicant(s) testified that the respondent(s) were served with notice of the hearing by e-mail, to the e-mail address provided to the landlord by the tenants; however the respondent(s) did not join the conference call that was set up for the hearing.

The applicants had previously received a Substitute Service Order allowing them to serve by e-mail, and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The applicant's testimony was taken under affirmation.

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

The applicant testified that the tenants paid a security deposit of \$500.00 on June 1, 2014 and the tenancy began on July 1, 2014 with a monthly rent of \$1000.00.

The applicant further testified that the tenants vacated the rental unit sometime in September of 2015; however they only paid one half months rent for the month of September 2015.

The applicant further testified that the tenants gave no Notice to End Tenancy.

The applicant is therefore requesting a Monetary Order for \$500.00 rent outstanding for the month of September 2015.

The applicant further stated that the tenants were required to pay 50% of utilities and failed to do so for the month of September 2015 and therefore they are requesting the following utilities:

Fortis gas utility	\$6.13
Hydro utility	\$147.37
Total	\$153.50

Analysis

It is my finding that the applicants have shown that the tenants failed to give any Notice to End Tenancy and vacated the rental unit in September of 2015 having only paid one half months rent.

Section 45 of the Residential Tenancy Act states:

45 (1) 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 the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

In this case, since the tenants failed to give any Notice to End Tenancy, they are liable for the full rent for the month of September 2015, and I therefore allow the landlords request for \$500.00 for the remainder of the September 2015 rent.

I deny the landlords claim for outstanding utilities because the landlord has failed to provide any utility invoices, or proof to support the claim for outstanding utilities.

I will however allow the landlords claim for the filing fee as the landlord has proven the majority of the claim.

Conclusion

Pursuant to section 67 of the Residential Tenancy Act I have issued an Order for the respondents to pay \$550.00 to the applicants.

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: April 05, 2016

Residential Tenancy Branch

