



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlords for a Monetary Order for unpaid rent.

The female Landlord appeared for the hearing and provided affirmed testimony. There was no appearance by the Tenant during the 25 minute hearing or any submission of evidence prior to the hearing. Therefore, I turned my mind to the service of documents by the Landlords for this hearing.

The Landlord testified that the Tenant was served with a copy of the Application and the Notice of Hearing documents for this hearing on November 30, 2016 by registered mail. This was sent to the forwarding address provided by the Tenant at the end of the tenancy by text message to the Landlord.

The Landlord provided the Canada Post tracking number into oral evidence to support this method of service. This number is documented on the front page of this decision. The Landlord testified that the Canada Post website indicates that the Tenant received and signed for the documents on December 2, 2016. In the absence of any evidence from the Tenant to dispute this, I find the Landlords served the Tenant pursuant to Section 89(1) (c) of the *Residential Tenancy Act* (the “Act”) with the documents for this hearing. The hearing continued in the absence of the Tenant with the Landlord’s oral evidence.

During the hearing, the Landlord requested the recovery of her filing fee from the Tenant. I allowed this request and amended the Landlords’ Application pursuant to my authority under Section 64(3) (c) of the Act.

Issue(s) to be Decided

Are the Landlords entitled to unpaid rent for August 2015?

Background and Evidence

The Landlord testified that this tenancy began on August 15, 2014. A tenancy agreement was signed by the parties for a month to month tenancy in which the Tenant was required to pay rent of \$1,600.00 on the first day of each month.

The Landlord testified that she received a text message from the Tenant on July 15, 2015 which explained that the Tenant was going to be vacating the rental unit on August 15, 2015. The Landlord testified that she replied back to the Tenant explaining that he had to give one full rental months of notice and therefore his tenancy would be ending on August 31, 2015 and that he was still responsible to pay rent for this period. The Landlord also informed the Tenant that he could move out of the rental unit whenever he liked but he would still have to pay rent for the month of August 2015.

The Landlord testified that on or about the end of July 2015, the Tenant abandoned the rental unit without making any payment for August 2015 rent. The Landlords now seek to recover this from the Tenant.

Analysis

Section 26(1) of the Act requires a tenant to pay rent when it is due under the tenancy agreement whether or not the landlord complies with the Act. Section 45(1) of the Act allows a tenant to end a periodic (month to month) tenancy providing the tenant gives written notice to the Landlord that allows for a period of one full rental month.

In this case, I accept the Tenant informed the Landlord on July 15, 2016 of his desire to vacate the rental unit. However, in accordance with Section 45(1) of the Act, the Tenant would have had until the end of August 2015 to vacate the rental unit and was therefore liable to pay for August 2015 rent. As a result, I award the Landlords unpaid rent for August 2016 in the amount of \$1,600.00.

As the Landlords has been successful in this matter, the Landlords are also entitled to recover from the Tenant the \$50.00 filing fee for the cost of having to make this Application pursuant to Section 72(1) of the Act. Therefore, the total amount payable by the Tenant to the Landlords is \$1,650.00

Conclusion

The Tenant has failed to pay rent for the last month of this tenancy. Therefore, the Landlord is granted a Monetary Order pursuant to Section 67 of the Act in the amount of **\$1,650.00**. This order must be served on the Tenant and may then be filed in the Small Claims Division of the Provincial Court and enforced as an order of that court if the Tenant fails to make voluntary payment.

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: June 28, 2016

Residential Tenancy Branch