



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PARK ROYAL VENTURES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the "Application") made by the Landlord on December 15, 2016 for money owed or compensation for loss under the *Residential Tenancy Act* (the "Act"), and to recover the filing fee from the Tenant. Two agents for the Landlord appeared for the hearing. However, only one of them provided affirmed testimony during the 12 minute duration of the hearing. There was no appearance for the Tenant. Therefore, I turned my mind to the service of the documents for this hearing.

The Landlord's agent testified that she served a copy of the Application and the Notice of Hearing documents by registered mail. The Landlord provided the Canada Post tracking number into oral evidence to verify this method of service. This number is documented on the front page of this decision. The Landlord's agent testified that the Canada Post website shows that the Tenant signed and received the documents on December 18, 2016 a day after they were sent. Based on the undisputed evidence before me, I find the Tenant was served with the required documents for this hearing pursuant to Section 89(1) (c) of the Act. The hearing continued to hear the undisputed evidence of the Landlord's agent as follows.

### Issue(s) to be Decided

Is the Landlord entitled to a Monetary Order for lost rent for December 2015?

### Background and Evidence

The Landlord's agent testified that this tenancy started on October 16, 2014. A written tenancy agreement was signed for a fixed term of one year after which the tenancy continued on a month to month basis. The Landlord's agent testified that the rent payable by the Tenant on the first day of each month was increased during the tenancy and at the time the tenancy ended it was \$1,474.00 per month.

The Landlord's agent testified that the Tenant provided them with written notice on October 30, 2015 to end the tenancy for the end of November 2015. However, on November 2, 2015, the Landlord received another letter from the Tenant who informed them that she wanted to cancel her written notice to end the tenancy and that she would not be moving out.

The Landlord's agent testified that they accepted the withdrawal of the Tenant's notice to end the tenancy because it was only two days old and they had not started their efforts to re-rent out the rental unit. However, the Landlord then received another written notice from the Tenant on November 12, 2015 stating that she was going to be moving out on November 30, 2015, which she did.

The Landlord's agent stated that the Tenant's written notice to end the tenancy on November 12, 2015 did not leave sufficient time for them to re-rent out the rental unit for December 2015. This caused them lost rent in the amount of \$1,474.00 which they seek to now recover from the Tenant.

The Landlord's agent provided the Tenant's written notices to end the tenancy into evidence. The Landlord's agent confirmed that the Tenant's security deposit was returned to her after the tenancy had ended and she had provided a forwarding address. This is because the Tenant desperately needed it back.

### Analysis

Section 45(1) of the Act allows a tenant to end a month to month tenancy after the tenant provides the landlord with one full rental month of notice in writing. I accept the Landlord's agent's undisputed evidence that the Tenant, though initially provided the Landlord with proper notice to end the tenancy, retracted that notice. I accept that this had the effect of stopping the Landlord from making efforts to re-rent the rental unit for December 2015.

When the Tenant provided the next notice to end her tenancy, on November 12, 2015, I find that this was contrary to Section 45(1) of the Act and did not allow sufficient time for the Landlord to re-rent the rental unit for December 2015. Therefore, I grant the Landlord's Application to recover December 2015 rent in the amount of \$1474.00 claimed.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$50.00 filing fee for the cost of this Application, pursuant to

Section 72(1) of the Act. Therefore, the total amount payable by the Tenant to the Landlord is \$1,524.00.

The Landlord is issued with a Monetary Order for this amount. 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. Copies of this order are attached to the Landlord's copy of this decision.

### Conclusion

The Tenant has failed to comply with the Act in ending the tenancy. The Landlord is granted a Monetary Order for the loss of December 2015 rent and recovery of the filing fee in the amount of \$1,524.00.

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: July 14, 2016

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Residential Tenancy Branch