



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding A.S.A. TRUCKING LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      MNDC

### Introduction

The tenant applies for a monetary award of \$425.00 as a return of rent from the month that she vacated the rental unit.

The landlord Mr. D.A.'s name was corrected at hearing and the style of cause shows that change.

All parties attended the hearing, Mr. D.A. representing the corporate respondent as well as himself, and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the tenant is entitled to a return of rent?

### Background and Evidence

The rental unit is a one bedroom apartment; one of two above a four bay garage.

There is a written tenancy agreement but neither of the attending parties had it at hand. The tenancy started in the summer of 2015. The monthly rent was \$600.00. The tenant has vacated and the landlord has returned her \$300.00 security deposit.

The tenant testifies that on or about April 27, 2016, she gave the landlord verbal notice that she would be moving out once she found a new place to live.

The tenant eventually moved out on June 4, apparently without any further notice to the landlord.

The rent had been paid to the landlord direct from a government ministry on behalf of the tenant. The landlord received the \$600.00 rent for June. The tenant moved out four days later. The landlord paid the tenant the security deposit money along with the June rent less the amount of \$275.00 owed for storage and less \$150.00 for rent for the first week of June.

The tenant argues that she should not have to pay for the storage charges because they were free, even though she admits to paying the \$50.00 per month storage charge during the tenancy.

### Analysis

The tenant has not given the landlord a lawful Notice to end the tenancy. Section 52 of the *Residential Tenancy Act* provides:

52 In order to be effective, a notice to end a tenancy must be in writing and must

(a) be signed and dated by the landlord or tenant giving the notice,

(b) give the address of the rental unit,

(c) state the effective date of the notice,

(d) except for a notice under section 45 (1) or (2) [tenant's notice], state the grounds for ending the tenancy, and

The purported Notice in case did not comply with any of the four requirements of s. 52. It was not a valid Notice to end the tenancy and did not bind the landlord. As a result, on June 1, 2016 the June rent became due. It was paid and the landlord was entitled to retain the entire sum as June rent. The fact that he returned any of it to the tenant is merely a benefit to her. The law did not require him to do so.

### Conclusion

The tenant's application must be dismissed.

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 06, 2016

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Residential Tenancy Branch

