



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

MNDC, MNR, MNSD, MND, FF

### **Introduction**

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, for a monetary Order for damage, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on November 16, 2016 the Application for Dispute Resolution, the Notice of Hearing, and 27 pages of evidence the Landlord submitted with the Application were sent to the Tenant, via registered mail, at the service address noted on the Application. The Agent for the Landlord stated that the service address on the Application for Dispute Resolution was provided to the Landlord on November 03, 2016.

The Landlord submitted Canada Post documentation that corroborates the aforementioned testimony. The Agent for the Landlord stated that this package was returned to the Landlord by Canada Post, as it was not claimed by the Tenant.

In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

### **Issue(s) to be Decided**

Is the Landlord entitled to compensation for lost revenue/unpaid rent and to keep all or part of the security deposit?

### **Background and Evidence**

The Agent for the Landlord stated that:

- the tenancy began on December 01, 2016;

- the Tenant agreed to pay monthly rent of \$1,700.00 by the first day of each month;
- the Tenant paid a security deposit of \$850.00;
- on October 06, 2016 the Tenant sent the Landlord an email, in which she informed the Landlord that she would be ending her tenancy on November 01, 2016;
- the Tenant vacated the rental unit on November 01, 2016;
- on October 06, 2016 the Landlord began advertising the rental unit on two popular websites;
- the Landlord was already advertising on these popular websites, as there were other vacant units in the residential complex; and
- the rental unit was re-rented for December 01, 2016.

The Landlord is seeking compensation for lost revenue/unpaid rent for November of 2016 on the basis that the Tenant did not provide proper notice to end the tenancy.

### Analysis

On the basis of the undisputed evidence I find that rent of \$1,700.00 was due by the first day of each month and that on October 06, 2016 the Tenant provided the Landlord with notice to end this tenancy, effective November 01, 2016.

Section 45 of the *Act* stipulates that a tenant may end a periodic tenancy by providing the landlord with written notice to end the tenancy on a date that is not earlier than one month after the date the Landlord received the notice and is the day before the date that rent is due.

As the rent was due on the first day of each month, I find that the Tenant did not have the right to end this tenancy on November 01, 2016. As the rent was due on the first day of each month, the Tenant had the option of ending the tenancy on October 31, 2016 or November 30, 2016.

To end this tenancy on October 31, 2016 in accordance with section 45 of the *Act*, the Tenant was required to give written notice of her intent to end the tenancy on, or before, September 30, 2016. To end this tenancy on November 30, 2016 in accordance with section 45 of the *Act*, the Tenant was required to give notice of her intent to vacate on, or before, October 31, 2016.

Section 53 of the *Act* stipulates that if a tenant gives notice to end a tenancy on a date that is earlier than the earliest date permitted by the legislation, the effective date is deemed to be the earliest date that complies with the legislation. In these circumstances, the earliest effective date of the notice that was given on October 06, 2016 was November 30, 2016. I therefore find that the notice to end tenancy that was given on October 06, 2016 served to end this tenancy on November 30, 2016.

Section 26 of the *Act* stipulates that a tenant must pay rent when rent is due. As the Tenant had not properly ended this tenancy by November 01, 2016, I find that the Tenant was obligated to pay rent when it was due on November 01, 2016 even though she opted to vacate the rental unit prior to November 30, 2016.

On the basis of the undisputed evidence I find that the Landlord made reasonable efforts to find a new tenancy prior to November 30, 2016, but he was unable to do so.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

### Conclusion

The Landlord has established a monetary claim, in the amount of \$1,800.00, which includes \$1,700.00 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$850.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$950.00. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: May 11, 2017

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Residential Tenancy Branch