



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNR, MNSD, OPR

### Introduction

This is an application brought by the Landlord(s) requesting an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, requesting a monetary order for \$325.00 and recovery of their \$100.00 filing fee, and requesting an order to retain the full security deposit of \$325.00 towards the claim.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

### Issue(s) to be Decided

The parties testified at the beginning of the hearing the tenant vacated the rental unit on April 15, 2017, and therefore the landlord states that they no longer require an Order of Possession.

The issue I dealt with therefore is whether or not the landlords have established monetary claim against the respondent.

### Background and Evidence

Parties agree that this tenancy began on September 1, 2016 with a monthly rent of \$650.00.

The parties also agree that the tenant paid a security deposit of \$325.00 on October 15, 2016.

The landlord testified that the tenant failed to pay the full April 2017 rent, and therefore on April 1, 2017 the tenant was served with a 10 day Notice to End Tenancy.

The landlord further testified that, although the tenant vacated the rental unit on April 15, 2017, the tenant never paid the remainder of the April 2017 rent and since they did not re-rent the unit in the month of April 2017 they are requesting an order for that outstanding rent and for recovery of their \$100.00 filing fee.

The tenant testified that they had originally been in a fixed term tenancy; however the landlord agreed to allow her out of the tenancy if she gave 30 days' notice, and the landlord states this in more than one e-mail.

The tenant pointed out that in the e-mail provided by the landlord that's dated March 1, 2017 the landlord state "*we will gladly let you out of the lease agreement with the 30 day written notice from you.*"

In response to the tenant's testimony, the landlord testified that they did state they would let the tenant out of the lease agreement with 30 days written notice, but they made it clear that she must follow the Residential Tenancy Branch rules, and therefore any notice given one month, would be valid for the end of the following month.

### Analysis

I have reviewed all the evidence provided by the parties and it is my finding that the landlords did not make it clear that they wanted one clear month Notice to End Tenancy, and, in fact, in the e-mails they simply state that they would let the tenant out of the lease agreement with 30 days written notice. Nowhere in any of the e-mails does it state that the notice must align with the rules of the Residential Tenancy Branch.

The landlords do advise the tenant to obtain a copy of the rules of the Residential Tenancy Branch, but again they make no mention that they expect the tenant to follow the rules of the Residential Tenancy Branch when giving her 30 days' notice.

It is my finding therefore that, since the tenant did give the landlords 30 days written notice to vacate the rental unit on April 15, 2017, the tenant has complied with the instructions given to the tenant by the landlords, and the tenant is therefore not required to pay any further rent for the month of April 2017.

Conclusion

Pursuant to section 62 of the Residential Tenancy Act, this application is dismissed in full without leave to reapply, and pursuant to section 38 of the Residential Tenancy Act, I have issued a monetary order for the landlords to pay \$325.00 to the tenant for return of her security deposit.

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 07, 2017

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Residential Tenancy Branch