



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

The landlord applies for a monetary award for unpaid rent.

Both parties attended the hearing 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 tenant owe the landlord rent?

### Background and Evidence

The rental unit is a two bedroom, condominium apartment.

There is a written tenancy agreement showing the landlords to be two individuals, S.R. and P. K.-H. c/o the applicant as agent.

The tenancy started March 1, 2016 for a one year term to February 28, 2017. The tenancy agreement provides that it then continues on a month to month basis unless the parties agree otherwise. The tenant vacated the premises February 25, 2017

It is agreed that the monthly rent was \$1503.00, due on the first of each month.

The tenant paid a security deposit. It has been accounted for between the parties.

In January 2017 the tenant gave written notice that he would be ending the tenancy at the end of February. The notice was given early enough to comply with the notice period required under the *Residential Tenancy Act*.

Unfortunately, the tenant gave his notice to the building manager of the apartment complex, who is neither the tenant's landlord nor an agent of the tenant's landlords for tenancy matters. The building manager did not pass the information on to the landlords or to the landlords' agent, the applicant.

### Analysis

This is an unfortunate case. The tenant is a novice renter and did not realize that his notice to end the tenancy must be given to his landlord or his landlord's agent. Service of the Notice on the manager of this strata-titled building might have been good service on the strata management company or strata council, but it is not good service on the tenant's landlords.

It is not disputed that the landlord's were unable to rent the premises for March 2017.

The tenant owes the landlord the March rent of \$1503.00 and I award that amount to the applicant agent of the landlords, plus recovery of the \$100.00 filing fee.

### Conclusion

The application is allowed. The applicant will have a monetary order against the tenant in the amount of \$1603.00.

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: October 04, 2017

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Residential Tenancy Branch