



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNR, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover a loss of income and the filing fee.

Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance, I confirmed the service of documents. The tenant confirmed receipt of the package containing the landlord's application for dispute resolution and evidence. The tenant said that she had served her evidence package to the landlord by registered mail and provided a tracking number. The landlord denied having received the tenant's evidence package. The tenant testified that she tracked the package and found that it was picked up on April 22, 2020. I accept the tenant's testimony and I find that the landlord was duly served with the tenant's evidence package.

Accordingly, I find that the parties were served with each other's evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be decided**

Is the landlord entitled to a monetary order to recover loss of income and the filing fee?

### **Background and Evidence**

The parties agreed that the tenancy started on October 01, 2017 for a fixed term of one year ending on September 30, 2018. At the end of the fixed term, the tenancy continued on a month to month basis. The monthly rent at the end of tenancy was \$3,094.00.00 due on the first of each month.

The tenant testified that on September 20, 2019, he sent the landlord an email informing him of his intentions to look for work in another city and asked the landlord to provide him with a reference letter for a future landlord. The tenant also asked the landlord for contact information as the landlord was going to be out of the country for a few months.

The landlord replied that same day on September 20, 2019 and informed the tenant that he would provide his new phone number when he received it. The landlord let the tenant know that he could be contacted by email or text message. The tenant testified that the landlord did not provide his phone contact number as promised.

On October 31, 2019, the tenant gave the landlord notice to end the tenancy effective November 30, 2019. The tenant provided this notice by email.

The landlord was not sure of the dates he advertised the availability of the unit and stated that the tenant did not cooperate regarding the showing of the unit. The tenant stated that he was not requested for an appointment to show the unit and that on November 15, 2019, the tenant contacted the landlord's agent to get an update. An appointment to view the unit was set up for November 20, 2019.

The landlord stated that a new tenant was found for March 01, 2020 and is claiming a loss of income for the month of November 2019.

### **Analysis**

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the testimony of both parties, I accept the tenant's evidence that he provided the landlord with notice to end the tenancy by email which was the preferred method of contact as requested by the landlord. This email is dated October 31, 2019.

Based on the testimony of both parties, I find that the tenant gave notice to end the tenancy on October 31, 2019. Since rent is due on the first of each month, by providing notice on October 31, 2019, the tenant could legally end the tenancy on November 30, 2019. Based on the above, I find that the tenant gave adequate notice to end the tenancy effective November 30, 2019 and accordingly the tenant is not responsible for the loss of income incurred by the landlord for the month of December 2019.

Since the landlord has not proven his claim, he is not entitled to the recovery of the filing fee.

**Conclusion**

The landlord's application is 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: May 12, 2020

---

Residential Tenancy Branch