



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL. FFL

Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution filed under the *Residential Tenancy Act* (the "*Act*"), made on June 5, 2018. The Landlords applied for a monetary order for unpaid rent, permission to retain the security deposit and to recover the filing fee paid for the application. The matter was set for a conference call.

One of the Landlords attended the hearing and was affirmed to be truthful in their testimony. As the Tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered. Section 59 of the *Act* states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlords testified the Application for Dispute Resolution and Notice of Hearing had been sent to the Tenant by registered mail on June 11, 2018, a Canada Post tracking number was provided as evidence of service. Section 90 of the *Act* determines that a document served in this manner is deemed to have been received five days later. I find that the Tenant has been duly served in accordance with the *Act*.

The Landlords were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Are the Landlords entitled to a monetary order for rent?
- Are the Landlords entitled to retain the security deposit?
- Are the Landlords entitled to the return for their filing fee for this application?

Background and Evidence

The Landlord testified that the tenancy began on June 12, 2015, as a month to month tenancy, and that rent in the amount of \$300.00 was to be paid by the first day of each month.

The Landlord testified that the Tenant ended their tenancy and moved out of the manufactured home park as of May 31, 2019. The Landlord testified they did not receive notice from the Tenant that they would be leaving and ending their tenancy.

The Landlord testified that due to the Tenant not providing with notice to end their tenancy, they had not been able to get a new renter for the month of June 2019. The Landlords are seeking to recover their loss in rental income for June 2018, in the amount of \$300.00.

Analysis

Based on the evidence before me, the testimony of the Landlords, and on a balance of probabilities that:

I find that the parties to this dispute entered into a month to month ("periodic") tenancy agreement that started on June 12, 2015, for a monthly rent of \$300.00 due on the first day of each month.

I accept the undisputed testimony of the Landlord that the Tenant moved out of the manufactured home park as of May 31, 2019, and that the Tenant had not provided the Landlords with notice that they were ending their tenancy. Section 38(1) of the *Act* provides for how a periodic tenancy may end, stating the following:

Tenant's notice

38 (1) *A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that*

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Pursuant to section 38 of the *Act*, I find that this tenancy could not have ended in accordance with the *Act* until June 30, 2019 and that the Tenant failed to comply with the *Act* when they did not provide notice to the Landlords to end the tenancy as required by the *Act*.

Additionally, I accept the undisputed testimony of the Landlord that the Tenant did not pay rent for June 2019 and that the Landlords were not able to secure a new renter of the rental pad the month of June 2019.

I find that the Landlords suffered a loss of rental income due to the Tenant's breach of section 38 of the *Act* in the amount of \$300.00. Therefore, I find that the Landlords have established an entitlement to a recovery of their loss of rental income for June 2019, and I grant the Landlords an award of \$300.00.

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlords have been successful in their application, I find that the Landlords are entitled to recover the \$100.00 filing fee paid for this hearing.

I grant the Landlords a monetary order of \$400.00, consisting of \$300.00 in rent for June 2020 and the recovery of the \$100.00 filing fee for this hearing.

Conclusion

I find for the Landlords under sections 60 and 65 of the *Act*. I grant the Landlords a **Monetary Order** in the amount of **\$400.00**. The Landlords are provided with this Order in the above terms, and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Manufactured Home Park Tenancy Act*.

Dated: June 25, 2020

Residential Tenancy Branch