



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for the return of rent and for the recovery of the filing fee. Both parties attended this hearing and were given a 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 service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Is the tenant entitled to return of rent and to the recovery of the filing fee?

Background and Evidence

The background facts are generally undisputed. The tenancy started on December 01, 2019. The monthly rent was \$1,000.00 payable on the first of the month. On May 31, 2020, the tenant gave written notice to end the tenancy effective June 30, 2020. The tenant moved out on June 11, 2020 and handed over possession of the rental unit to the landlord on that day. The tenant paid rent for the entire month of June 2020.

The tenant stated that the landlord re-rented the unit on June 15, 2020 and therefore he made this application for the return of rent for the period of June 15 to June 30, 2020.

The landlord stated that a new tenant was found for July 01, 2020 and the new tenant requested to be allowed to move some of her belongings into the rental unit prior to that date.

The landlord stated that since the unit was vacant, she informed the new tenant that she could move her belongings in but would only be able to occupy the rental unit on July 01, 2020. The landlord stated that the new tenant paid rent from July 01, 2020 which was the start date of the new tenancy. The landlord filed a copy of the tenancy agreement.

Analysis

Based on the verbal testimony and documentary evidence filed by both parties, I find that the tenant gave appropriate notice to end the tenancy on June 30, 2020, paid full rent for June 2020, chose to move out early and handed over possession of the unit to the landlord on June 11, 2020.

I accept the landlord's testimony that she allowed the new tenant to store her belongings in the rental unit prior to the start of tenancy on July 01, 2020 but did not permit her to move in prior to the start of tenancy. I also accept the landlord's testimony that she did not accept rent from the new tenant for the latter half of June 2020 and that the new tenant moved in on July 01, 2020 and paid rent starting July 01, 2020.

Based on the above, I find that the tenant is not entitled to the return of rent for the period of June 15 to June 30, 2020. Since the tenant has not proven his case, he is not entitled to the recovery of the filing fee of \$100.00.

Conclusion

The tenant'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: August 06, 2020

Residential Tenancy Branch