



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Singla Bros. Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order for unpaid rent in the amount of \$765.00, retaining the security deposit to apply to this claim; and to recover the \$100.00 cost of their Application filing fee.

The Tenant, and two agents for the Landlord, P.S. and S.S. ("Agents"), appeared at the teleconference hearing and gave affirmed testimony. The Landlord's counsel, P.V. ("Counsel"), also appeared on behalf of the Landlord.

I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Agents were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary order, and if so, in what amount?
- Is the Landlord entitled to recovery of the Application filing fee?

Background and Evidence

The Parties agreed that the periodic tenancy began on July 1, 2020 and was to run to June 30, 2021 and then operate on a month-to-month basis. They agreed that the Tenant was to pay the Landlord a monthly rent of \$1,530.00, due on the first day of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of \$765.00, a key deposit of \$225.00, a remote deposit of \$75, and no pet damage deposit.

The Parties agreed that the tenancy ended after the Tenant emailed the Landlord a notice to end tenancy dated July 15, 2020.

In their Application, the Landlord said:

[The Tenant] rented our apartment with the intent of running an Airbnb. We were informed within 2 weeks by our apartment manager that [the Tenant] was breaching her Tenancy by subletting. We posted a notice on the apartment door July 14, 2020 to Cease and Desist subletting immediately. [The Tenant] then proceeded to advertise this rental unit for monthly rental on a FB group (Our office was contacted by someone wanting to rent it).

The Agents said that the Tenant gave them 15 days' notice to end the tenancy in July 2020, but that she did not pay rent for August 2020. The Tenant acknowledged having failed to pay the Landlord any rent for August. She submitted a (blurry) copy of the notice to end tenancy that she emailed to the Landlord on July 15, 2020, which states:

This is to inform you I have to move to [another city] at the end of month and I am being transferred so I won't be renting the house [rental unit address] for the month of August. I do realize there was lease on it but things are not in my control. Please let me know what are [indecipherable words] required to be done from my side and I'll do the needful. I am sorry for the inconvenience [indecipherable word] to this sudden moving but again I can't travel back and forth as well everyday. Thanks for your understanding and cooperation.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Section 45 of the Act sets out a tenant's obligations regarding giving notice to end a tenancy. Section 45(2) deals with ending a fixed term tenancy, as follows:

45 (2) A tenant may end a fixed term 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,

(b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and

(c) 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.

...

(4) A notice to end a tenancy given under this section must comply with section 52 [*form and content of notice to end tenancy*].

[emphasis added]

Accordingly, the Tenant was responsible for paying rent until the end of the tenancy agreement, which was June 30, 2021. However, the Landlord only applied for recovery of one month of unpaid rent, following the Tenant's notice to end tenancy.

Further, according to sections 45 and 52 of the Act, in order for a notice to end tenancy from a tenant to be effective, the form and content must be in writing and must:

- a) Be signed and dated by the Party giving the notice,
- b) Give the address of the rental unit,
- c) State the effective date of the Notice.

In this case, the Tenant sent the Landlords an unsigned email that did not specifically identify the effective vacancy date of the notice.

Based on the evidence before me, I find that the Tenant's notice to end the tenancy was insufficient as to form and content. I find that the Landlord is eligible for the full amount

they applied for, which is recovery of unpaid rent for August 2020. I, therefore, award the Landlord with \$1,530.00 from the Tenant, pursuant to section 67 of the Act.

Given their success, I also award the Landlord recovery of the \$100.00 Application filing fee from the Tenant, pursuant to section 72, for a total monetary award of **\$1,650.00**.

Summary and Set Off

I find that this claim meets the criteria under section 72(2)(b) of the Act to be offset against the Tenant's security deposit of \$765.00 in partial satisfaction of the Landlord's monetary claim. I authorize the Landlord to retain the Tenant's \$765.00 security deposit in partial satisfaction of this award. I grant the Landlord a Monetary Order of \$865.00 for the remainder of the monetary award owing, pursuant to section 67 of the Act.

Conclusion

The Landlord's claim for recovery of unpaid rent from the Tenant is successful in the amount of \$1,530.00. The Landlord is also awarded recovery of the \$100.00 filing fee for this Application from the Tenant.

The Landlord is authorized to retain the Tenant's \$765.00 security deposit in partial satisfaction of this award. I grant the Landlord a Monetary Order from the Tenant under section 67 of the Act in the amount of **\$865.00** for the balance of the award owing.

This Order must be served on the Tenant by the Landlord and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: December 2, 2020

Residential Tenancy Branch