



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on August 17, 2020 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent; and
- an order permitting the Landlord to retain the Tenant's security deposit.

The Landlord and the Tenant attended the hearing at the appointed date and time. The Landlord testified the Application and documentary evidence package was served to the Tenant by registered mail on August 19, 2020. The Tenant confirmed receipt. Based on the oral and written submissions of the Landlord, and in accordance with sections 88 and 89 of the *Act*, I find that the Tenant was sufficiently served in Accordance with the *Act*. The Tenant did not submit documentary evidence in response to the Application.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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.

Issue(s) to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to retaining the Tenant's security deposit, pursuant to Section 38 and 72 of the *Act*?

Background and Evidence

The testified and agreed to the following; the tenancy between the parties began on December 22, 2016. Rent in the amount of \$1,850.00 was due to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$925.00

which the Landlord continues to hold. The Landlord provided a copy of the tenancy agreement in support.

The parties agreed that the Tenant provided their notice to end tenancy to the Landlord via email on July 22, 2020 with an effective vacancy date of August 1, 2020. The Landlord stated that the Tenant did not provide him with sufficient notice to end the tenancy. The Landlord stated that the Tenant vacated the rental unit on August 1, 2020. As such, the Landlord is claiming for the loss of rent for the month of August 2020 in the amount of \$1,850.00. The Landlord provided a copy of the email exchange between the parties in support.

The Tenant responded by stating that they were unable to continue with the tenancy given their financial situation being impacted by the Covid-19 pandemic. The Tenant stated that they made every effort to move out of the rental unit as soon as possible and leave the rental unit clean in order for the Landlord to be able to re-rent the rental unit. The Tenant stated that the Landlord made no attempts at re-renting the rental unit.

The parties agreed that the Tenant provided the Landlord with their forwarding address via email on August 10, 2020. As such, the Landlord submitted his Application on August 17, 2020 to retain the Tenant's security deposit in the amount of \$925.00 towards the monetary claim.

Analysis

Based on the oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26(1) of the *Act* confirms:

A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 45(1) of the *Act* states;

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.

In this case, I accept that the Tenant provided the Landlord with their notice to end tenancy on July 22, 2020 with an effective date of August 1, 2020. I find that the Tenant did not provide the Landlord with sufficient notice in accordance with Section 45 of the *Act*. As such, I find that the Tenant is responsible for paying rent to the Landlord for the month of August 2020.

I find the Landlord has established an entitlement to a monetary award for unpaid rent in the amount of \$1,850.00. I further find it appropriate in the circumstance to order that the Landlord retain the Tenant's security deposit in partial satisfaction of the Landlord's monetary claim.

Pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$925.00, which has been calculated as follows:

Claim	Amount
Unpaid rent:	\$1,850.00
<i>Less security deposit:</i>	<i>-(\$925.00)</i>
TOTAL:	\$925.00

Conclusion

The Tenant has breached the *Act* by not providing proper notice to end tenancy to the Landlord pursuant to Section 45 of the *Act*. The Landlord is granted a monetary order in the amount of \$925.00. The monetary order should be served to the Tenant as soon as possible and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: December 07, 2020

Residential Tenancy Branch