



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Belmont Properties
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 \$845.00; and to recover the \$100.00 cost of their Application filing fee.

Four agents for the Landlord, A.G., S.J., V.J., and R.A. ("Agents"), appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenants. The teleconference phone line remained open for over 15 minutes and was monitored throughout this time. The only persons to call into the hearing were the Agents, who indicated that they were ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct, and that the only persons on the call, besides me, were the Agents.

I explained the hearing process to the Agents and gave them an opportunity to ask questions about the hearing process. During the hearing the Agents were given the opportunity to provide their evidence orally and to respond to my questions. 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.

As the Tenants did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Agents testified that they served the Tenants with the Notice of Hearing documents and their evidence by Canada Post registered mail, sent on November 5, 2020. The Agents provided a Canada Post tracking number as evidence of service. I find that the Tenants were deemed served with the Notice of Hearing documents in accordance with

the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Agents in the absence of the Tenants.

Preliminary and Procedural Matters

The Agents provided their email address in the Application and confirmed this in the hearing. They also provided the Tenants' forwarding address in their evidence, and confirmed their understanding that the Decision would be sent to both Parties, as such, and any Orders would be 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 \$100.00 Application filing fee?

Background and Evidence

The Agents confirmed that the periodic tenancy began on July 1, 2011, with a monthly rent of \$700.00, due on the first day of each month. They confirmed that the rent had risen to \$845.00 by the end of the tenancy. The Agents said that the Tenants paid the Landlord a security deposit of \$350.00, and no pet damage deposit, and that the Landlord still held the security deposit.

The Agents said they had conducted a condition inspection of the rental unit at the start of the tenancy, and that they gave the Tenants a copy of the resulting condition inspection report ("CIR"). They also said that they did a move-out inspection of the condition of the rental unit at the end of the tenancy, and that the Tenants provided their forwarding address on this form.

The Agent, S.J., testified that the Tenants gave the Landlord notice to end the tenancy dated August 11, 2020, with an effective vacancy date of August 31, 2020 ("Notice"). The Agent said that she had told the Tenants that they were late serving the Landlord with the Notice, and that they would owe the Landlord rent for September 2020. The Agent said the Tenants signed the move-out CIR indicating their agreement to being charged only half a month's rent for September 2020, if the Landlord could find new tenants for the rental unit starting on September 15, 2020. However, the Agent said that they were unable to find new tenants to move in until October 1, 2020. As a result, they were unable to offer the prior Tenants relief for the rent owing for September 2020.

The Agents had submitted a ledger of the Tenants' rent payments for the last four years of the tenancy, which gave a balance owing to the Landlord of \$845.00 for the month of September 2020.

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(1) of the Act states that 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. Further, section 45(4) requires a notice to end a tenancy given under this section to comply with section 52, as to form and content of the notice.

Accordingly, by giving Notice on August 11, 2020, the effective vacancy date for this Notice should have been September 30, 2020. If the Tenants had wanted to end the tenancy on August 31, 2020, they should have delivered their Notice to the Landlord by July 31, 2020.

In this case, I find that the date of the Tenants' Notice meant that the tenancy ended on September 30, 2020; and therefore, I find that the Tenants owed the Landlord rent of \$845.00 for September 2020. The Landlord's undisputed evidence before me is that the Tenants did not pay the Landlord rent for September 2020. As a result, and pursuant to sections 26 and 67 of the Act, I award the Landlord with **\$845.00** from the Tenants for rent for September 2020.

Given the success of their Application, I also award the Landlord with recovery of the **\$100.00** Application filing fee pursuant to section 72 of the Act. The Landlord is authorized to retain the Tenants' \$350.00 security deposit in partial satisfaction of these awards, pursuant to section 72(2) of the Act. I grant the Landlord a Monetary Order of **\$595.00** for the outstanding balance of the monetary awards.

Conclusion

The Landlord is successful in their Application for a monetary award for rent owing by the Tenants in the amount of \$845.00. The Landlord is also awarded recovery of their \$100.00 Application filing fee for a total award of \$945.00.

The Landlord is authorized to retain the Tenants' \$350.00 security deposit in partial satisfaction of the monetary awards. The Landlord is granted a Monetary Order of \$595.00 for the remaining amount owing by the Tenants to the Landlord on the monetary awards.

This Order must be served on the Tenants 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: February 19, 2021

Residential Tenancy Branch