



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNRL-S, FFL

### **Introduction**

This hearing was convened in response to the Landlords' Application for Dispute Resolution, in which the Landlords applied for a monetary Order for unpaid rent, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

At the hearing the male Landlord stated that he wishes to withdraw the claim to recover the filing fee, as he does not wish to attempt to collect that fee from the Tenant. The Application for Dispute Resolution is amended to reflect that request.

The male Landlord stated that on August 25, 2021 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch on August 07, 2021 was sent to the Tenant, via email. He stated that these documents were sent to an email address provided in the tenancy agreement for the purposes of exchanging documents.

The male Landlord stated that the hearing documents and the Landlords' evidence was sent in one email attachment. The Landlords submitted a copy of an email that corroborates this testimony.

In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89(1)(f) of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing. As the documents were properly served to the Tenant, the evidence was accepted as evidence for these proceedings and the hearing proceed in the absence of the Tenant.

The male Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The male Landlord affirmed that he would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The male Landlord was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. He affirmed they would not record any portion of these proceedings.

### Issue(s) to be Decided

Are the Landlords entitled to compensation for unpaid rent and to keep all or part of the security deposit?

### Background and Evidence

The male Landlord stated that:

- the tenancy began on February 01, 2021;
- the Tenant agreed to pay rent of \$1,450.00 by the first day of each month;
- the Tenant paid a security deposit of \$700.00;
- on July 17, 2021 the Tenant advised the Landlords, via text message, that he would be moving out;
- the Tenant did not provide the Landlords with the specific date he would be moving out;
- he believes the Tenant vacated the unit on, or before, August 08, 2021;
- no rent was paid for August of 2021;
- the Tenant did not provide the Landlords with a forwarding address; and
- the Landlords wish to keep the security deposit in compensation for ½ of the rent owed for August of 2021; and
- the Landlords are not seeking a monetary Order for the other ½ of the rent owed for August of 2021.

### Analysis

I find that the Tenant failed to comply with section 45 of the *Act* when he failed to provide the Landlords with notice of his intent to end the tenancy on a date that is not earlier than one month after the date the Landlord received the notice and is the day before the date that rent is due. As the rent for this unit is due by the first day of each month, the Tenant was obligated to give notice to end the tenancy that is effective on

the last day of any given month. In these circumstances the earliest effective date of a notice to end the tenancy that is given on July 17, 2021 would be August 31, 2021.

As the Tenant had not properly ended the tenancy prior to August 01, 2021, I find that he was obligated to pay all of the rent that was due on August 01, 2021, pursuant to section 26 of the *Act*.

On the basis of the undisputed evidence, I find that the Tenant did not pay any rent for August of 2021. As he was required to pay rent for that month, I grant the Landlords' application to retain the security deposit of \$700.00 in compensation for rent that was due for August of 2021.

### Conclusion

Pursuant to section 72(2) of the *Act*, the Landlords are hereby authorized to retain the Tenant's security deposit of \$700.00 in compensation for unpaid rent.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: December 13, 2021

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Residential Tenancy Branch