



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S, FFL

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a residential tenancy dispute. The landlord applied on June 13, 2022 for:

- recovery of unpaid rent and/or utilities, with the request to retain the security and/or pet damage deposit; and
- recovery of the filing fee.

The hearing was attended by the landlord, but not the tenant, though the teleconference line remained open for 10 minutes. The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The landlord testified he served the Notice of Dispute Resolution Proceeding and evidence on each of the tenants by registered mail on June 30, 2022 to the forwarding address they provided. The landlord provided the tracking numbers as recorded on the cover page of the decision. I find the landlord served the tenants in accordance with section 89 of the Act, and deem the materials received by the tenants on July 5, 2022, in accordance with section 90.

### Issues to be Decided

- 1) Is the landlord entitled to recovery of unpaid rent?
- 2) Is the landlord entitled to the filing fee?

### Background and Evidence

The landlord provided the following details regarding the tenancy. It began on April 1, 2021 for a fixed term to March 31, 2022, then continued on a month-to-month basis, ending when the tenants vacated the unit on June 1, 2022. Rent was \$2,595.00, due on the first of the month, and the tenants paid a security deposit of \$1,297.50 and a pet damage deposit of \$1,297.50, which the landlord still holds.

A copy of the tenancy agreement is submitted as evidence, and supports the landlord's testimony regarding the tenancy details.

The landlord testified that he is seeking to recover rent for June 2022 as the tenants sent him a text on May 16, 2022, stating they were moving out, and did not provide one month's notice.

### Analysis

Section 45 of the Act provides that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice, and 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.

As rent was payable on the first of the month in this tenancy, to avoid paying rent for June 2022, the tenants needed to give the landlord notice by April 30, 2022. As the landlord has provided undisputed testimony that the tenants provided written notice on May 16, 2022, I find the tenants failed to give the landlord notice to end the tenancy as required by section 45.

Section 53 automatically corrects the effective date of a notice to end tenancy to the earliest valid effect date, which in this case was June 30, 2022. As such, June rent is owed.

I find the landlord is entitled to one month's rent, in the amount of \$2,595.00, and is therefore entitled to retain the tenants' security deposit and pet damage deposit.

Section 72 of the Act provides that an arbitrator may order payment of a fee by one party to a dispute resolution proceeding to another party. As the landlord was

successful in their application, I grant their claim for reimbursement of the filing fee of \$100.00.

The landlord is entitled to a monetary order as follows:

June 2022 rent	\$2,595.00
Security and pet damage deposit	-\$2,595.00
Filing fee	\$100.00
<b>Amount owed to landlord</b>	<b>\$100.00</b>

### Conclusion

The landlord may keep the tenants' deposits as compensation for the unpaid rent.

The landlord is granted a monetary order in the amount of \$100.00. The monetary order must be served on the tenants. The monetary order 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: March 29, 2023

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Residential Tenancy Branch