

DECISION

Dispute Codes: MNSD, FF

This hearing dealt with an application for the landlords for a monetary order and an order to retain the security deposit and pet damage deposit in partial satisfaction of the claim.

On August 15, 2008, the tenant began a fixed term tenancy ending February 1, 2009 then going to a month to month tenancy thereafter. On the same day, the landlords collected a security deposit in the amount of \$337.50 from the tenant. On December 1, 2008, the landlords collected a pet damage deposit in the amount of \$245.00 from the tenant. On February 1, 2009, the landlords attended the rental unit and found that the tenant had moved out and left two letters for the landlords with a neighbouring tenant.

The tenant said that she thought since her lease ended on February 1, 2009, she had no obligation to notify the landlords of her moving out. She also maintained that on January 19, she had delivered a letter to the landlords notifying them that she would be moving out on February 1. The landlords denied receiving such a letter from the tenant. Based on the above, I find that the tenant had failed to give notice to end tenancy as required by Section 45 of the *Residential Tenancy Act*.

The landlords said that on February 2, they started advertising but they were unable to re-rent the unit until April 1. The landlords explained that it was difficult to rent out a unit during the winter season. The landlords are seeking recovery of unpaid rent for February in the amount of \$675.00 and loss of income for March in the amount of \$675.00. I find that the landlords are entitled to such recovery.

The landlords are also seeking recovery of the following losses that resulted from the tenant's breach of Section 45 of the *Act*. The landlords submitted a bank statement showing payment of \$19.95 was made to BCclassified.com on February 2. The landlords said that this payment was the advertising cost for re-renting the unit. Based on the above, I find that the landlords are entitled to recovery for the cost of advertising in the amount of \$19.95 and I allow a claim for this amount.

The landlords are also seeking recovery of utility charges of \$270.29 for the period from February 2 to March 31. I find that the landlords are not entitled to recovery of such charges since the tenant moved out on February 1.

Based on the above, I find that the landlords have established a total claim of \$1369.95 comprised of \$675.00 in unpaid rent, \$675.00 in loss of income and \$19.95 in advertising cost. The landlords are also entitled to recovery of the filing fee of \$50.00. I order that the landlords retain the security deposit, pet damage deposit and interest of \$584.73 in partial satisfaction of the claim and I grant the landlords an order under section 67 for the balance due of \$835.22. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated April 08, 2009.