

DECISION

This hearing was convened in response to an application filed by the landlord seeking a monetary order for damage to the unit, for money owed or compensation for loss under the Act, regulation or tenancy agreement, and to retain the security deposit in partial satisfaction of the monetary claim, as well as to recover the filing fee associated with this application, from the tenant.

At the outset of the hearing, the landlord downwardly amended the application stating that all that would be sought in this hearing, and to the satisfaction of all the monetary claims in the application, is \$225 in lost revenue for the month of January 2009. The amount claimed represents one half month's rent for the period of January 1 to 15, 2009.

The tenancy began in July 2008. Rent in the amount of \$450 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$225.

There is some controversy between the parties as to whether the landlord received any indication of the tenant's intention to vacate the suite; however, the landlord testified they learned the tenant vacated at the end of December, 2008.

It is not disputed by either party that the tenant failed to give the landlord proper notice to vacate the rental unit in accordance with Section 52 of the Residential Tenancy Act, and for this reason the landlord was not able to, again, rent the suite for January 01, 2009. The landlord was able to, again, rent the suite on January 14, 2009. The landlord seeks to retain the security deposit of \$225 in compensation for lost revenue for the first half of January 2009.

I find that the landlord has established a claim for \$225 in lost revenue. The landlord effectively waived his request to the filing fee.

I order that the landlord retain the security deposit \$225 in satisfaction of the claim

Dated April 20, 2009.