

## **DECISION**

**Dispute Codes:** MNR, FF

This hearing dealt with an application by the landlord for a monetary order for unpaid rent and loss of income.

During the hearing, the landlord withdrew his claim for the \$500.00 outstanding rent for the month of January. I therefore dismiss the landlord's claim for this amount.

On September 15, 2008, the landlord collected a security deposit in the amount of \$750.00 from the tenants. The tenancy began on the same day. A monthly rent in the amount of \$1500.00 was payable in advance on the first day of each month. On January 9, 2009, the tenants gave written notice to the landlord to end tenancy on January 31, 2009. On or about January 26, the tenants moved out.

The landlord maintained that he had suffered a loss of income as a result of the tenants' failure to give the required notice to end tenancy. Specifically, after the tenants moved out, the landlord started the re-rent the unit by advertising in the newspapers and several internet sites. Despite such efforts, the landlord was unable to re-rent the unit for February 1. The landlord is therefore seeking recovery of the loss of income for the month of February in the amount of \$1500.00.

The tenants said that at the end of November, 2008, they told the landlord that they would move out if certain renovations in the unit were not completed. Section 52 of the *Residential Tenancy Act* states that "in order to be effective, a notice to end a tenancy must be in writing". In this case, the tenants confirmed that they did not give written notice to end tenancy to the landlord until January 9,

2009. Based on the above, I find that the tenants gave notice to end the tenancy on January 9 to vacate on January 31. Accordingly, I also find that the tenants have not complied with Section 45 of the *Act* by failing to give the required notice to end tenancy. I am satisfied that the landlord has tried to mitigate his losses by advertising to re-rent the unit immediately after the tenancy ended. The landlord is therefore entitled to recovery of the loss of income for the month of February in the amount of \$1500.00.

Based on the above, I find that the landlord has established a claim of \$1500.00 as loss of income. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord an order under section 67 for the balance due of \$1550.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.