

## **DECISION**

**Dispute Codes:** MNDC, MNR, FF

This hearing dealt with an application by the landlord for a monetary order for loss of income and damages. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on February 19, 2009, the tenants did not participate in the conference call hearing.

On June 1, 2008, the landlord collected a security deposit from the tenants in the amount of \$675.00. The tenancy began on the same day for a fixed term ending May 31, 2009. Rent in the amount of \$1350.00 was payable in advance on the first day of each month. On December 22, 2008, the tenants gave written notice to end tenancy on January 31, 2009.

On December 26 or 27, the landlord started advertising to re-rent the unit. The landlord submitted documentary evidence showing 3 of these ads. The landlord was able to re-rent the unit for February 15 at a monthly rent of \$1250.00. The landlord is seeking recovery of loss of income for 1) ½ month's rent for February in the amount of \$675.00 and 2) the difference in the tenants' monthly rent of \$1350.00 and the new monthly rent of \$1250.00 for the period from February 15 to the end of the lease of May 31, 2009 for a total amount of \$350.00. Based on the above, I find that the tenants have failed to comply with the requirements stipulated in Section 45 of the *Residential Tenancy Act* in ending their tenancy. I also find that the landlord has used her best efforts to mitigate her loss. Accordingly, I find that the landlord is entitled to recovery of her loss of income as a result of the tenants' breach of the *Act* and I allow a claim of \$1025.00.

The landlord is also seeking compensation in the amount of \$300.00 for expenses incurred in re-renting the unit. The landlord referred to clause 46 of the tenancy agreement which states that "If the Tenant moves out prior to the natural expiration of this Lease, a re-rent levy of \$300.00 will be charged to the Tenant".

Specifically, the landlord said that her expenses to re-rent the unit include advertising costs, her time and the strata move in fees. The landlord did not submit any documentary evidence to support her claim in this regard. I therefore find that the landlord has not proven the costs incurred in re-renting the unit and I dismiss her claim in this regard.

Based on all of the above, I find that the landlord has established a total claim of \$1025.00. 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 \$1075.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.