



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: MNR, MNDC, MNSD, and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for loss of rent, liquidated damages, recovery of the filing fee for this proceeding, and authorization to retain the security deposit in set off.

At the commencement of the hearing, the landlord withdrew the claim for liquidated damages.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a Monetary Order for loss of rent and recovery of the filing fee, and authorization to retain the security deposit.

Background and Evidence

This was a fixed term tenancy set to run from June 15, 2008 to June 30, 2009. Rent was \$1,200 per month and the landlord holds a security deposit of \$600 paid on May 20, 2008. The liquidated damages clause, waived by the landlord, set damages at \$600.

During the hearing, the parties gave evidence that the tenants had given the landlord verbal notice in January that they would be leaving the tenancy at the end of the month. The landlord advised them that notice must be in writing, and he subsequently found the notice in his box on January 14, 2009. On checking the rental unit, he found that the tenants had moved out on that day.

The landlord had verbally confirmed that the tenants could sublet with the standard approvals, but the tenants had not provided him with an application and he was unaware that they had made a commitment to sub tenants. The landlord had changed the locks to secure the rental unit when the prospective new tenants arrived on January 23, 2009.

The landlord declined to permit them entry without the presence of the tenants of record and subsequently became concerned when they were reported smoking in the non-smoking building and gained unauthorized entry to the rental unit through the balcony.

In the end, with the delay, the prospective tenants elected not to proceed with the sub tenancy and the rental unit remained empty.

The landlord gave evidence that he has been advertising in two daily newspapers, Craiglist and by signage on the building but has been unable to find new tenants. He said current market conditions are such that it is easier to find new tenants for a one-bedroom apartment than for two-bedroom apartments like the subject rental unit.

Analysis

As noted in the hearing, the tenants failed to give written notice that they would be moving one month after next the rent due date following the notice as required by section 45 of the *Act*.

In addition, as required by the rental agreement and section 34(1) of the *Act*, the tenants had not obtained the written consent of the landlord to enter into an agreement to sub let the rental unit.

Therefore, I find that the landlord is entitled to a Monetary Order calculated as follows:

February rent	\$1,200.00
March rent	1,200.00
Filing fee	<u>50.00</u>
Sub total	\$2,450.00
Less retained security deposit	- 600.00
Less interest (May 20, 2008 to date)	- <u>5.56</u>
TOTAL	\$1,844.44

Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$1,844.44 for service on the tenants.

April 3, 2009.

Dispute Resolution Officer