

DECISION

Dispute Codes: MNDC and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for loss of rent as a result of the tenant ending the tenancy without giving the full one month's notice in writing as required under section 45 of the *Act*. The landlord also sought to recover the filing fee for this proceeding.

As a preliminary matter, I note that the landlord served the tenant with an evidence package sent July 22, 2010 by Collection on Delivery (COD). While regular mail and registered mail are approved methods of delivery under section 88 of the *Act*, mail sent COD is not. Therefore, I found that the tenant was not served with the landlord's evidence package and the hearing proceeded on oral submissions only.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for the loss of rent and recovery of the filing fee for this proceeding.

Background and Evidence

The landlord in this matter is herself a tenant renting a two bedroom basement suite who, with the consent of the landlord, rents the second bedroom and shared use of the common areas of the suite.

The tenant in the present application moved in to the rental unit on September 1, 2009 at a monthly rent of \$650.

During the hearing, the landlord gave evidence that the tenant gave her verbal notice on November 21, 2010 that she would be moving out on November 30, 2010. The landlord stated that she advised the tenant that she remained responsible for the rent for December 2009 if a new tenant could not be found.

The landlord began to advertise on Craigslist on November 20, 2009 until December 9, 2009, the day before she was to have ankle surgery. The landlord was able to find a new tenant for January 1, 2010 at the increased rent of \$700 per month.

The respondent tenant sent a text message to the landlord sent on December 1, 2009 indicating she would pay the December rent when an expected piece of mail arrived. However, in a subsequent telephone conversation that day, she stated that she would not pay the December rent.

The landlord gave evidence that she had guests for part of December, but that the guests had paid no rent.

Consent Agreement

On considering one another's evidence, the parties agreed to settle this dispute by splitting the loss equally.

I find that the filing fee should also be split equally.

Therefore, at one-half of \$650 (\$325) plus one half of the \$50 filing fee (\$25), I find that the landlord is entitled to a Monetary Order for \$350.

Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$350.00 for service on the tenant.

The parties are commended for their consideration of one another in arriving at this consent agreement.

August 4, 2010
