



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, MNSD

Introduction

This hearing dealt with an application by the landlord seeking compensation for the loss of one month's rent after the tenants failed to provide proper notice to end the tenancy. Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross examine the other party, and make submissions to me.

Issues(s) to be Decided

Did the tenants provide proper notice to end their fixed term lease with the landlord?

Background and Evidence

The parties were in a fixed term tenancy beginning June 1, 2009 and ending as of May 31, 2010. The tenancy agreement stipulates that the tenancy could continue on a month to month basis at the end of the term. The tenants paid a security deposit of \$675.00 on May 3, 2009.

The tenants gave notice to end the tenancy in a letter dated May 10, 2010. There was some discrepancy on when the landlord actually received the written notice to vacate; however, the landlord did begin advertising the rental unit on May 14, 2010.

The landlord stated that she was unable to the rent until for June 1, 2010 and is claiming compensation for the sum of \$1,350.00. The landlord also seeks to retain the tenants' security deposit plus interest in partial satisfaction of this claim.

The tenants stated that in April 2010 the landlord approached them about the possibility of ending the tenancy on May 31, 201; however, they did not accept the offer at the time. The tenants submitted that their circumstances suddenly changed and they gave their notice on May 10, 2010. The tenants sought an agreement where the landlord

could retain their security deposit but waive the rest of the monetary claim. The landlord stated that a full month's rent was lost and she requires the full sum of \$1,350.00.

Analysis

I grant the landlord's application. Section 45(2) of the *Act* requires that a fixed term tenancy may be ended by giving 30 days notice in advance of the date that the rent is paid as long as the end of the tenancy is not a date earlier than the end of the fixed term tenancy.

In the circumstances before me the tenants needed to provide their written notice no later than April 30, 2010. I am satisfied that the landlord immediately advertized the rental unit and I am satisfied that the landlord made a reasonable attempt to mitigate her loss; however, I find that the tenants are responsible for the landlord's loss of rental income for June 2010 for the sum of \$1,350.00.

From this sum I grant the landlord's request to retain the tenants' security deposit of \$675.00 and issue the landlord a monetary Order for the remaining balance of \$675.00. The landlord withdrew her request to recover the \$50.00 filing fee paid for this application from the tenants.

Conclusion

I find that the landlord has established a monetary claim due to insufficient notice to end the tenancy by the tenants for the sum of **\$675.00**. This Order may be served on the tenants. This Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 26, 2010.

Dispute Resolution Officer