



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

**Dispute Codes:** MNSD, MNDC, FF

### **Introduction**

This is the Landlord's application for a Monetary Order for damage to the rental unit; compensation for damage or loss under the Act, regulation or tenancy agreement; to apply the security deposit towards his monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that he served the Tenants with the Notice of Hearing documents by handing the documents to the Tenants at the rental unit on January 31, 2011 at 6:00 p.m. with a witness present.

I accept the Landlord's affirmed testimony that he personally served the Tenants with the Notice of Hearing documents on January 31, 2011. In spite of being served with the documents, the Tenants did not sign into Hearing and the Hearing proceeded in their absence.

### **Preliminary Matter**

Part of the Landlord's application is for a monetary award for damage to the rental unit caused by the Tenants. The Landlord testified that the Tenants moved out of the rental unit on January 31, 2011 and refused to provide a forwarding address, so the Landlord was not able to serve them with his documentary evidence, which included photographs. I dismissed the Landlord's claim for damages to the rental unit, with leave to reapply. I invited the Landlord to provide me with affirmed testimony with respect to the remainder of his claim.

**Issue(s) to be Decided**

- (1) Is the Landlord entitled to a monetary award for loss of income for the month of February, 2011?

**Background and Evidence**

The Landlord gave the following testimony:

The tenancy began on September 1, 2008. Monthly rent at the end of the tenancy was \$1,100.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$550.00 on September 1, 2008.

On January 18, 2011, the Tenants gave the Landlord written notice that they were ending the tenancy effective January 31, 2011. The Landlord is seeking loss of income for the month of February, 2011. The rental unit was re-rented for March 1, 2011.

**Analysis**

Section 45 of the Act requires a tenant to provide one clear month's notice to end a month-to-month tenancy. I accept the Landlord's affirmed testimony that the Tenants did not provide sufficient notice of their intent to end the tenancy.

I find that the Landlord suffered a loss of revenue for the month of February, 2011, as a result of the Tenants' failure to provide sufficient notice. Therefore, the Landlord has established a monetary award against the Tenants in the amount of \$1,100.00 for loss of revenue.

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit, together with accrued interest in the amount of \$2.75 in partial satisfaction of his monetary award.

The Landlord has been successful in his application and is entitled to recover the cost of the filing fee from the Tenants.

I hereby provide the Landlord with a monetary order against the Tenants, calculated as follows:

Loss of revenue	\$1,100.00
Recovery of filing fee	\$50.00
Less security deposit and accrued interest	<u>&lt;\$552.75&gt;</u>
TOTAL amount due to Landlord after set off	\$597.25
	=====

### **Conclusion**

The Landlord's application for a monetary award for damages caused by the Tenants is dismissed with leave to reapply.

I hereby provide the Landlord a Monetary Order in the amount of **\$597.25** for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: April 14, 2011.

---

Residential Tenancy Branch