



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNSD, MNR, FF

### **Introduction**

This is the Landlord's application for a Monetary Order for unpaid rent; to apply the security deposit towards its monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that she served the Tenant with the Notice of Hearing documents by registered mail sent March 7, 2011, to the forwarding address provided by the Tenant. The Landlord provided the Canada Post tracking number for the documents.

I accept the Landlord's agent's affirmed testimony that the Tenant was served with the Notice of Hearing documents in accordance with the provisions of Section 89(1)(c) of the Act. In spite of being served with the documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

### **Issue(s) to be Decided**

Is the Landlord entitled to a monetary award for loss of revenue for March, 2011?

### **Background and Evidence**

This tenancy began on February 1, 2008. The Tenant paid a security deposit in the amount of \$360.00 on January 10, 2008. The Landlord's agent testified that rent at the end of the tenancy was \$785.00, due on the first day of each month.

The Landlord's agent testified that the Tenant provided her written notice on January 25, 2011, that she would be ending her tenancy on February 28, 2011. A copy of the Tenant's notice was provided in evidence. On February 18, 2011, the Tenant provided another letter stating that she wished to retract her one month's notice. The Landlord agreed to this withdrawal of the Tenant's notice and accepted that the tenancy would continue. A copy of the Tenant's letter dated February 18, 2011, was provided in evidence.

The Landlord's agent testified that on February 25, 2011, the Tenant gave the Landlord another letter, which states in part: "I did get the place I wanted, so I will be moving at the end of February as origionally (sic) planned." The Tenant also provided a forwarding address in the letter. A copy of this letter was also provided in evidence.

The Tenant moved out of the rental unit on or about February 28, 2011. The Landlord was not able to re-rent the rental unit for March 1, 2011, and seeks a monetary award in the amount of \$785.00 for loss of revenue for the month of March, 2011.

The Landlord's agent testified that the Tenant did not clean the rental unit before moving out.

### **Analysis**

Based on the undisputed testimony of the Landlord's agent, I find that the Tenant did not provide the Landlord with one month's written notice in accordance with the provisions of Section 45(1) of the Act. I find that the Landlord suffered a loss because of the Tenant's failure to comply with the Act and that the Landlord is entitled to damages in the amount of \$785.00 for loss of revenue for the month of March, 2011.

It is important to note that the Landlord's application indicates that the Landlord was seeking a monetary award in the amount of \$1,367.20 however the Landlord's agent did not provide sufficient testimony or evidence to support a claim for more than the loss of

revenue in the amount of \$785.00. No receipts or documentary evidence were provided to support an additional claim in the amount of \$582.20 and this portion of the Landlord's application is dismissed.

The Landlord's application had merit and therefore the Landlord is entitled to recover the cost of the filing fee from the Tenant.

Pursuant to the provisions of Section 72(2)(b) of the Act, the Landlord may apply the security deposit and accrued interest in partial satisfaction of its monetary claim. Interest has accrued in the amount of \$5.27.

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

Loss of revenue for March, 2011	\$785.00
Recovery of filing fee	\$50.00
Less security deposit and accrued interest	<u>&lt;\$365.27&gt;</u>
TOTAL amount due to Landlord after set off	\$469.73

### **Conclusion**

I hereby provide the Landlord a Monetary Order in the amount of **\$469.73** for service upon the Tenant. 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: June 22, 2011.

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Residential Tenancy Branch