

## **DECISION**

Dispute Codes      MNDC, MNR, MNSD, O, FF

### **Introduction**

This is an application filed by the Landlord for a monetary order for unpaid rent, for money owed or compensation for loss under the Act, regulation or tenancy agreement, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend.

At the beginning of the hearing, it was clarified by the Landlord that there was no unpaid rent. The Landlord is seeking a monetary order for lost rental income for 1 month, an early termination fee and the HST and recover of the filing fee.

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

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

### **Background and Evidence**

This tenancy began on April 15, 2010 on a fixed term tenancy until April 30, 2011 as shown in the submitted signed tenancy agreement. The monthly rent was \$1,200.00 payable on the 1<sup>st</sup> of the month and a security deposit of \$600.00 was paid on April 15, 2010.

The Landlord claims that the notice of hearing documents were served by registered mail on April 14, 2011 as shown in the submitted registered mail receipt to the Tenant's forwarding address provided at the end of tenancy noted on the condition inspection report on March 22, 2011. The Landlord states that the Tenant gave verbal notice to vacate on February 28, 2011 followed by written confirmation received on March 1, 2011.

The Landlord is seeking compensation for lost rental income for April 2011 of \$1,200.00 as the Landlord was only able to re-rent the unit for May 1, 2011. The Landlord is also

seeking a \$600.00 placement fee and \$72.00 for HST that the Landlord's agent charges to the owner for finding a new tenant.

### Analysis

I am satisfied that the Tenant was properly served with the notice of hearing documents by registered mail on April 14, 2011. The Tenant is deemed to have been served 5 days following.

Based upon the submitted evidence and the undisputed testimony of the Landlord, I am satisfied that the Tenant breached the tenancy agreement. The Tenant vacated the unit on March 22, 2011, one month early before the end of the fixed term. The Landlord was only able to re-rent the unit on May 1, 2011. The Landlord has established a claim for the lost rental income for April 2011 of \$1,200.00.

The Landlord immediately began to re-rent the unit on February 23, 2011 as soon as verbal notice was received. I find that the Landlord suffered no extraordinary cost associated to re-renting the unit. As such, the Landlord's application for the early termination fee of \$600.00.

The Landlord has established a monetary claim for lost rental income of \$1,200.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$600.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$650.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Landlord is granted a monetary order for \$650.00.  
The Landlord may retain the security deposit.

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: July 29, 2011.

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Residential Tenancy Branch