

DECISION

Dispute Codes MNDC, MNR, FF, MNSD

Introduction

There are applications filed by both parties. The Tenant has filed an application for a monetary order for the return of double the security deposit and recovery of the filing fee. The Landlord has also filed an application for a monetary order for compensation for loss under the Act, for unpaid rent and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order for return of double the security deposit?
Is the Landlord entitled to a monetary order for compensation under the Act for lack of notice?

Background and Evidence

Both parties have attended the hearing and have referred to the other party's notice of hearing package. The Landlord has served her evidence package by registered mail and the Tenant has confirmed receipt of it. The Tenant has served her evidence package on the Landlord by registered mail, but the Landlord has disputed receiving the package. The Tenant states that she has registered mail confirmation of the evidence package being received, but has not provided any evidence to support this.

This Tenancy was entered into by both parties on May 14, 2011 to start on June 15, 2011 on a fixed term tenancy until June 30, 2013. The monthly rent set was \$2,200.00 payable on the 1st of each month. A security deposit of \$1,100.00 was paid. Both parties have submitted copies of the signed tenancy agreement.

The Tenant claims that the Landlord breached a material term of the tenancy agreement by advertising the unit for rent on June 9, 2011. The Tenant's issued a letter dated June 13, 2011 to the Landlord outlining this and giving notice to end the tenancy on the date of the letter and providing a forwarding address in writing. The Tenant

states that this letter was received on June 13, 2011. The Landlord disputes that the letter was received June 14, 2011.

The Landlord states that she was able to mitigate her losses by re-renting the unit for July 1, 2011. The Landlord has submitted an amended total claim of \$1,223.33 and is now only seeking the pro-rated amount for loss of rent from June 15-30 of \$1,173.33 and recovery of the \$50.00 filing fee. The Landlord has provided the letter dated June 13, 2011 from the Tenant indicating notice to end the fixed term tenancy.

Analysis

I am satisfied that both parties have been properly served with the notice of hearing documents as stated in their direct testimony. I also find that the Tenant was properly served with the Landlord's evidence by registered mail. Although the Tenant has not provided any proof of service for her evidence package, I am satisfied upon review of the Tenant's evidence that the Landlord is not biased in my reviewing the Tenant's evidence. I find that the Tenant's evidence consisting primarily of email conversations, copies of the tenancy agreement and Craigslist advertisements to rent the property.

Through the direct testimony of both parties and the evidence submitted by the Landlord, I am satisfied that the Landlord did not breach a material term of the Tenancy agreement by re-advertisement of the rental unit. The effective date from the Tenant's notice to vacate/ end the tenancy would have been July 31, 2011. The Tenant did not pay the rent for the period July 1-31, 2011. The Tenant breached the Tenancy Agreement by ending the tenancy without proper notice. The Landlord applied for dispute resolution on June 29, 2011. The Tenant's application for return of double the security deposit is dismissed.

Based upon the direct testimony of both parties, I am satisfied that the Landlord has established a claim of \$1,173.33 for loss of rent from June 15-30, 2011. The Landlord is also entitled to recovery of the \$50.00 filing fee. The Landlord has established a total monetary claim of \$1,223.33. I order that the Landlord retain the \$1,100.00 security deposit in partial satisfaction of the claim and I grant a monetary order to the Landlord under section 67 for the balance due of \$173.33. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Tenant's application for return of double the security deposit is dismissed.

The Landlord is granted a monetary order for \$173.33.

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: August 08, 2011.

Residential Tenancy Branch