



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNR, MND, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on April 26, 2011, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$750.00 and a request for recovery of the filing fee.

Background and Evidence

The applicant testified that:

- The tenant did not give the required Notice to End Tenancy and only gave notice two days before vacating the rental unit on April 1, 2011.
- She attempted to re-rent the unit but was unable to rent the unit in the month of April 2011 and therefore lost the full rental revenue of \$625.00 for that month.

The applicant is therefore requesting an order allowing her to keep the full security deposit of \$312.50 and the full pet deposit of \$312.50 for a total of \$625.00 to cover the lost rental revenue.

At the hearing the applicant stated that she is abandoning her claim for damages, and her claim for the filing fee and is willing to settle for the lost rental revenue only.

Analysis

The Residential Tenancy Act requires that the tenant give at least one clear month Notice to End Tenancy, and if they fail to do so they can be held liable for any loss suffered by the landlord as a result of their failing to give the proper notice.

In this case the tenant only gave 2 days Notice to End Tenancy and as a result the landlord lost the full rental revenue of \$625.00 for the month of April 2011.

Therefore I allow the landlords claim for that lost revenue.

Conclusion

I have allowed the landlords full reduced claim of \$625.00, and I therefore order that the landlord may retain the full security/pet deposit totalling \$625.00 towards the claim.

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 12, 2011.

Residential Tenancy Branch