



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction,

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for loss of income, for the cost of repairs and cleaning, for the recovery of the filing fee and to retain the security deposit in partial satisfaction of her claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for loss of income, for the cost of repairs and cleaning and for the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on November 01, 2011. Rent was \$1,250.00 due on the first day of each month. Prior to moving in the tenant paid a security deposit of \$625.00.

The tenant stated that on May 11, 2012 he wrote a note giving the landlord notice to end the tenancy effective May 31, 2012 and moved out on that day. The tenant stated that he made attempts to find a replacement tenant by advertising the rental unit and showing it to prospective tenants. One person expressed interest but ended up renting a different unit in the same complex.

The landlord stated that she runs advertisements on an ongoing basis but was unable to find a tenant for June 2012. The landlord is claiming \$1,250.00 for the loss of income she suffered in June. The landlord is also claiming \$40.00 to repair closet doors, \$54.00 for cleaning, \$100.00 for painting and plaster and \$80.00 for carpet cleaning. The landlord dropped her claim of \$100.00 to replace the blinds. The tenant agreed to pay all the landlord's claims except for the loss of income.

Analysis

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the testimony of both parties, I accept the landlord's evidence in respect of the claim. In this case the tenant did not give the landlord adequate notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of June 2012.

In all cases, the landlord's claim is subject to the statutory duty to mitigate the loss by making attempts to re-rent the unit. Section 7(2) of the *Residential Tenancy Act*, states that a landlord who claims compensation for loss that results from the tenant's non compliance with the tenancy agreement must do whatever is reasonable to minimize the loss.

In this case, the landlord advertised the unit on line. I find that the landlord made efforts to mitigate her losses but despite her efforts she suffered a loss of income for the month of June. Accordingly, I find that the landlord is entitled to her claim of **\$1,250.00**

The tenant did not dispute any of the other claims made by the landlord for a total of **\$274.00**.

The landlord has proven her case and is therefore entitled to the recovery of the filing fee of **\$50.00**.

Overall the landlord has established a claim for \$1,574.00. I order that the landlord retain the security deposit of \$625.00 plus accrued interest of \$0.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$949.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$949.00**.

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 02, 2012.

Residential Tenancy Branch