



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNR, MNSD, 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, to replace a remote opener and for the filing fee. The landlord also applied to retain the security deposit.

On June 22, 2012, the landlord served the notice of hearing on the tenant by registered mail to the forwarding address provided by the tenant. The landlord filed a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was 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, to replace a remote opener and for the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on August 01, 2011 for a fixed term of 12 months. The rent was \$1,210.00 due on the first of each month. The tenant paid a security deposit of \$587.50.

On April 05, the tenant gave written notice to end the tenancy effective May 01, 2012. The tenant also agreed to look for a tenant to take over the lease. The tenant moved out on April 30 and during the move out inspection, signed in agreement that the landlord retain \$60.00 toward the replacement of the garage remote control.

The tenant also paid rent for half of May and was not able to find a replacement tenant. The landlord advertised the vacancy on popular websites and also on their own website. The landlord also offered an incentive to other residents if they refer prospective tenants. A tenant was found for June 01, 2012. The landlord has applied for the loss of income she suffered for May 15 to May 31 and for the filing fee.

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 period of May 15 to May 31, 2012. Accordingly, I find that the landlord is entitled to **\$587.50**, which is the loss that she suffered.

I further find that the tenant agreed to cover the cost of the garage remote opener in the amount of \$60.00. Since the landlord has proven her case, she is also entitled to the recovery of the filing fee.

I order that the landlord retain the security deposit of \$587.50 plus accrued interest of \$0.00 and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$110.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord may retain the security deposit. I grant the landlord a monetary order in the amount of **\$110.00**.

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 31, 2012.

Residential Tenancy Branch