



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MNSD, MNDC, 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 and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his 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 and for the filing fee?

Background and Evidence

The tenancy started on June 01, 2012 for a fixed term of six months. The monthly rent was \$1,375.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$687.50 and a pet deposit of \$400.00.

On July 09, the tenant gave the landlord notice to end the tenancy effective the end of July and moved out on July 17, 2012. The landlord stated that he advertised the availability of the unit but did not find a tenant for August.

The landlord is claiming the loss of income for August in the amount of \$1,375.00.

Analysis

Section 45(2) of the *Residential Tenancy Act* states that a tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that:

- (a) Is not earlier than one month after the date the landlord receives the notice
- (b) Is not earlier than the date specified in the tenancy agreement as the end of the tenancy and
- (c) Is the day before the day in the month on which the tenancy is based that rent is payable under the tenancy agreement.

In this case, the tenant was in a fixed term tenancy ending November 30, 2012. On July 09, 2012, he gave notice to end the tenancy effective the end of July. Accordingly, I find that the tenant did not give the landlord adequate notice to end the tenancy. The landlord mitigated his losses by advertising the availability of the rental unit, but was unsuccessful in finding a tenant for August, thereby causing him to suffer a loss of income.

Based on the testimony of both parties, I find that the landlord is entitled to his claim of \$1,375.00. Since the landlord has proven his claim, he is also entitled to the recovery to the filing fee of \$50.00.

Overall the landlord has established a claim for \$1,425.00. I order that the landlord retain the security deposit of \$687.50 and the pet deposit of \$400.00 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 \$337.50. 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 **\$337.50**.

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: September 19, 2012.

Residential Tenancy Branch