

DECISION

Dispute Codes:

MNDC, FF

Introduction

This Hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant seeks compensation for damage or loss under the Act, regulation or tenancy agreement and to recover the cost of the filing fee from the Landlord.

Both parties were present at the hearing and provided affirmed testimony.

Issue(s) to be Decided

Is the Tenant entitled to a monetary award in the amount of prorated rent for the period of August 12 to August 31, 2012?

Background and Evidence

The parties agreed that monthly rent was \$900.00, due on the first day of each month and that the Tenant paid full rent for the month of August, 2012. The parties agreed that the Landlord has already returned the Tenant's security deposit, by depositing it into her bank account.

The parties also agreed that the Tenant did not give the Landlord written notice to end the tenancy and moved out on August 11, 2012. However, the Landlord was able to re-rent the rental unit for August 12, 2012.

The Tenant seeks repayment of prorated rent for the period between August 12 and 31, 2012, in the total amount of **\$580.64**.

The Landlord stated that he did not charge full rent from the new occupants, but that he "got 5 or 6 days out of them, prorated".

The Landlord provided documentary evidence and testimony which suggests that the Landlord believes he has a claim against the Tenant. I explained to the parties that I can only consider an Application that is before me. The Landlord has not filed an Application for Dispute Resolution and I have not made reference to this evidence in this Decision as it is not relevant to the Tenant's application.

Analysis

The Tenant paid full rent for the month of August, 31, 2012, and I find that she is entitled to a refund of any additional rent that the Landlord received for August, 2012. The Landlord stated that he received only 5 or 6 days of prorated rent. The Tenant was not able to provide any evidence that the Landlord received rent at all from the new occupants, let alone 19 days of rent. Therefore, I allow the Tenant's claim in the amount of **\$145.15**. ($\$900 / 31 \text{ days} \times 5 \text{ days}$).

The Tenant has been partially successful in her application and I find that she is entitled to recover the cost of the filing fee from the Landlord in the amount of **\$50.00**.

Conclusion

I hereby provide the Tenant with a Monetary Order in the amount of **\$195.15** for service upon the Landlord. This Order may be filed in the Provincial Court of British Columbia (Small Claims Court) and enforced as an Order of that Court.

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: December 17, 2012.

Residential Tenancy Branch