



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing her to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing via registered mail sent on January 18, 2013, the tenant did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on October 14, 2011 at which time the tenant paid a \$560.00 security deposit. At the end of the tenancy, the tenant was paying \$1,168.16 per month in rent.

On December 5, the tenant's wife personally served the landlord with a notice that the tenant would be vacating the rental unit on December 31, 2012. The landlord advised the wife at that time and the tenant later in writing that the notice was received late and while the landlord would make an attempt to re-rent the unit as quickly as possible, the tenant may be held responsible for lost income in January.

The landlord testified that she immediately began advertising the unit on Craigslist, Kijiji and on their corporate website, but was unable to find another renter until March 2013. The landlord seeks to recover from the tenant \$1,168.16 in lost income for January 2013 as well as the filing fee paid to bring this application.

Analysis

I accept the landlord's undisputed testimony. Section 45 outlines the requirements for a tenant's notice to end a tenancy and provides that the notice must be given on the date before rent is due for the last month of the tenancy. In this case, because the tenant's rent was payable on the first day of each month, the last possible date on which the tenant could give notice to end his tenancy on December 31 was November 30. I find that the tenant gave his notice 5 days late.

I find that the landlord acted reasonably to minimize her losses and I find that as a result of the tenant's failure to comply with the Act, the landlord lost \$1,168.16 in income for the month of January. I award the landlord \$1,168.16.

I further find that as the landlord has been successful in her application, she is entitled to recover the \$50.00 filing fee and I award her that sum.

Conclusion

The landlord has been awarded a total of \$1,218.16. I order the landlord to retain the \$560.00 security deposit in partial satisfaction of her claim and I grant her a monetary order under section 67 for the balance of \$658.16. This order may be filed in the Small Claims Division of the Provincial 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: April 12, 2013

Residential Tenancy Branch

