



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES and ROYAL PROVIDENCE
MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

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 and for the recovery of the filing fee. The landlord also made application to retain the security and pet deposits in full settlement of the claim.

The landlord testified that she served the tenant with the notice of hearing and evidence package by registered mail on May 27, 2013, to the forwarding address provided by the tenant. The landlord filed a copy of the tracking slip. 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 and for the recovery of the filing fee? Is the landlord entitled to retain the deposits?

Background and Evidence

The landlord testified that the tenancy started on September 01, 2012. The monthly rent at the time the tenancy ended was \$900.00.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$450.00 and a pet deposit of \$450.00.

The landlord testified that on March 11, 2013, the tenant provided notice to end the tenancy, effective March 31, 2013. As of April 01, 2013 the tenant's possessions were still inside the rental unit. The tenant returned the keys to the landlord on April 09, 2013.

The landlord's witness manages the rental unit and testified that the availability of the rental unit was advertised starting March 12, 2013 and continued until a tenant was found. The witness testified that there were several showings prior to the tenant moving out but efforts to find a tenant for April 2013 were unsuccessful. A new tenant was found for May 01, 2013. The landlord is claiming loss of income of \$900.00 for April 2013.

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 undisputed testimony and documentary evidence of the landlord, I find that 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 April 2013. The landlord attempted to mitigate her losses by actively looking for a tenant but was unsuccessful. Accordingly, I find that the landlord is entitled to **\$900.00**, which is the loss that she suffered.

Since the landlord has proven her case she is also entitled to the recovery of the filing fee of **\$50.00**.

The landlord agreed to accept the deposits in full settlement of her claim. Accordingly, I order the landlord to retain the security deposit of \$450.00 and the pet deposit of \$450.00 in full and final settlement of all claims against the tenant.

Conclusion

The landlord may retain the deposits in the total amount of \$900.00.

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 28, 2013

Residential Tenancy Branch

