



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, FF

### Introduction

This was an application by the landlord for a Monetary Order for compensation for loss of revenue occasioned by the tenant's breach of the tenancy agreement. Only the landlord attended the conference call hearing.

### Issues(s) to be Decided

Is the landlord entitled to compensation and if so, how much?

### Background and Evidence

The landlord testified that she handed the tenant the dispute resolution package on November 30, 2013. I therefore find that the tenant has been sufficiently served in accordance with the Act. Based upon the evidence of the landlord I find that this month-to-month tenancy started on February 15, 2010 and ended on July 31, 2010 when the tenant moved out on December 2, 2013. Rent was \$ 1,070.00 per month payable in advance on the 1<sup>st</sup> day of each month. The tenant paid a security deposit of \$ 495.00 at the beginning of the tenancy. The landlord testified that she received notice to end the tenancy from the tenant on November 15, 2013 to be effective on December 15, 2013. The landlord accepted the notice after advising the tenant that she was in breach of the Act and began placing advertisements on line to re-rent the unit. The unit was re-rented effective December 15, 2013 but for \$ 10.00 less per month. The landlord is claiming one half of the rent for December at \$ 535.00 as well as one half of the rent differential equivalent to \$ 5.00.

### Analysis

Section 45 of the Act states as follows:

**45** (1) A tenant may end a periodic 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, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

In this case the tenant gave notice contrary to section 45 of the Act. I find that although the landlord made reasonable attempts to mitigate her loss she sustained a loss of revenue amounting to \$ 540.00. As the landlord has been successful in this matter, I find pursuant to s. 72 of the Act that she is entitled to recover the \$50.00 filing fee for this proceeding. I order the landlord pursuant to s. 38(4) of the Act to retain the tenant's security deposit inclusive of interest amounting to \$ 495.00 in partial payment of the claim. The landlord will receive a Monetary Order for the balance owing.

### Calculation of Monetary Award

Loss of revenue (1/2 December 2013)	\$ 535.00
1/2 Rent differential	\$ 5.00
Filing Fees for the cost of this application	\$ 50.00
Less Security Deposit and interest	-\$ 495.00
<b>Total Monetary Award</b>	<b>\$ 95.00</b>

### Conclusion

In summary I ordered that the respondent pay to the applicant the sum of \$ 540.00 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of \$ 590.00. I order that the landlord retain the security deposit amounting to \$ 495.00 inclusive of interest. I grant the landlord a Monetary Order in the amount of **\$ 95.00** and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: January 07, 2014

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Residential Tenancy Branch

