



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*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, cost of cleaning and for the recovery of the filing fee. 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, cost of cleaning and for the filing fee?

### **Background and Evidence**

The tenancy started on January 01, 2013 for a fixed term of one year. The monthly rent was \$1,300.00 due on the first of each month.

On or about July 28, 2013, the tenant gave the landlord notice to end the tenancy effective the mid August and moved out on August 28, 2013. The tenant allowed the landlord to keep the security and pet deposits towards rent for August 2013. The landlord stated that he advertised the availability of the unit immediately upon receiving the tenant's notice to end tenancy, but did not find a tenant for September 2013. The landlord filed copies of the advertisements. Both parties agreed that there were showings prior to the end of the tenancy.

A new tenant was found for October 01, 2013. The landlord is claiming the loss of income for September in the amount of \$1,300.00. The landlord is also claiming \$100.00 for cleaning. The tenant did not dispute this portion of the landlord's claim.

### **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 January 31, 2014. The tenant gave the landlord notice to end the tenancy on a date that was earlier than the date specified in the tenancy agreement as the end of tenancy. The landlord mitigated his losses by advertising the availability of the rental unit, but was unsuccessful in finding a tenant for September 2013, 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 \$1,300.00. The tenant agreed to the landlord's claim of \$100.00 for cleaning. 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 \$1,450.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. 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 **\$1,450.00**.

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: January 17, 2014

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Residential Tenancy Branch

