



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, 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 in partial satisfaction of the claim. Both parties participated in the conference call hearing with the tenant A.B. representing both tenants.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began on June 14, 2013 and ended in December 2013. They further agreed that rent was set at \$825.00 per month and that at the outset of the tenancy, the tenants paid a \$412.50 security deposit and a \$200.00 pet deposit.

The landlord seeks to recover \$825.00 in lost income for the month of January. She testified that she did not know that the tenants were vacating the unit until approximately December 15 when she saw the tenants moving their furniture. She testified that she immediately began advertising the unit but was unable to secure new tenants until February 1.

A.B. testified that she verbally told the landlord on November 22 that they would be moving at the end of December. The landlord acknowledged having spoken with the tenants in November but testified that she was under the impression that they had not yet found a place to move at that time and would let her know once they had secured alternate accommodation.

The tenants agreed that the landlord was entitled to the \$300.00 claimed for cleaning and removing items from the rental unit.

The landlord also seeks to recover the \$50.00 filing fee paid to bring this application.

Analysis

Section 52 of the Act requires that a notice to end tenancy be in writing. While I accept that the tenants may have verbally told the landlord in November that they would be moving in December, the landlord did not receive the formal written notice required by the Act and could have been in a precarious position had she re-rented the unit and the tenants changed their mind about moving.

I find that the tenants failed to give a legal, effective notice to end the tenancy. I find that the landlord acted reasonably to minimize her losses once she realized that the tenants were vacating the unit and that despite her best efforts, she was unable to find new tenants for the month of January. I find that the tenants should be liable for that loss and I award the landlord \$825.00.

As the parties agreed that the tenants are responsible for the cost of cleaning and removing items from the unit, I award the landlord \$300.00.

As the landlord has been wholly successful in her claim, I find she should recover the filing fee and I award her \$50.00.

Conclusion

The landlord has been awarded \$1,175.00 which represents \$825.00 for loss of income for January, \$300.00 for cleaning and \$50.00 for the filing fee. I order the landlord to retain the \$412.50 security deposit and \$200.00 pet deposit partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance of \$562.50. 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 23, 2014

Residential Tenancy Branch

