



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, CNR, MNR, MNSD, FF

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for unpaid rent, loss of income and the filing fee. The landlord also applied to retain the security deposit. The tenant applied for an order to cancel the notice to end tenancy and for more time to do so. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant moved out on August 31, 2014 and therefore the landlord's application for an order of possession and the tenant's application to cancel the notice to end tenancy are moot.

The landlord stated that he had additional claims for the cost of cleaning the rental unit and requested that the security deposit be dealt with at the time he would be making the additional claims. Accordingly the landlord's application to retain the security deposit is dismissed with leave to reapply. Therefore, this hearing only dealt with the landlord's monetary claim for unpaid rent, loss of income and the filing fee.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, loss of income and the filing fee?

Background and Evidence

The tenancy started on October 01, 2009. Rent at the end of the tenancy was \$1,668.00 due on the first day of each month. Prior to moving in the tenant paid a security deposit of \$900.00. The landlord stated that the tenant moved out without informing him. The tenant stated that she dropped off the key and a note to the landlord on September 03, 2014 informing the landlord that she had moved out. The landlord stated that he cleaned up the unit and starting looking for a tenant. A new tenant was found for October 01, 2014.

The landlord agreed that rent for August was paid and he was claiming the loss of income that he suffered in September in the amount of \$1,668.00. The tenant argued that she did not have to pay rent for September because she had moved out on August 31, 2014. The tenant agreed that she had not informed the landlord that she would be moving out and stated that since she had received notices to end the tenancy, the landlord would have known that she was moving out.

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 testimony of both parties, I accept the landlord's evidence in respect of the claim. In this case 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 September 2014. Accordingly, I find that the landlord is entitled to **\$1,668.00**, which is the loss that he suffered. Since the landlord has proven his case, I grant him **\$50.00** for the recovery of the filing fee.

Overall the landlord has established a claim for \$1,718.00 and accordingly 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 **\$1,718.00**.

The tenant's application is dismissed.

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: October 09, 2014

Residential Tenancy Branch

