



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. Both parties participated in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The facts are not in dispute. On November 24, 2014, the tenant gave the landlord written notice that he would be ending his tenancy on November 29, 2014. The landlord did not attempt to re-rent the unit for the month of December.

The tenant argued that the landlord failed to mitigate his losses because he did not attempt to re-rent the unit and further argued that the landlord sat on the board of an organization with which the tenant was employed and because the board decided to terminate the tenant's employment, the landlord knew or should have known that the tenant would be unable to remain in the rental unit.

The landlord seeks to recover \$800.00 in lost income for the month of December as well as recover from the tenant the \$50.00 paid to bring his claim.

Analysis

Section 45(1) of the *Residential Tenancy Act* (the "Act") provides that in order to end a month to month tenancy, a tenant must provide one full month's notice to the landlord. Section 53(1) of the Act provides that where a party fails to give proper notice, the effective date of their notice is automatically changed to comply with the Act.

The tenant was required to give one full month's notice to end his tenancy. I find that section 53(1) of the Act operated to change the effective date of the tenant's notice to December 31.

Section 7(2) provides that when a party seeks compensation for the other party's failure to comply with the Act, the claimant must do whatever is reasonable to minimize their losses. In this case, I find that a reasonable action would have been to attempt to re-rent the unit, which the landlord did not do. However, because the tenant gave his notice less than one week before the end of November, I find that even if the landlord had attempted to re-rent the unit, it is highly unlikely that he would have found a new tenant who was able to move in on December 1. It is much more likely that had the landlord attempted to re-rent, the earliest a new tenancy would have started would have been December 15. I therefore find that the landlord is entitled to recover one half of one month's rent from the tenant and I award the landlord \$400.00.

I do not accept that the landlord's position on the board which decided to terminate the tenant's employment has any bearing on this matter. The tenancy was not contractually tied to the tenant's employment and the tenant was therefore obligated to fulfill the terms of his tenancy agreement despite what was happening with his employment.

As the landlord has been partially successful in his claim, I find the tenant should bear the cost of the filing fee and I award the landlord \$50.00 for a total award of \$450.00. I grant the landlord a monetary order under section 67 for this sum. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$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: June 02, 2015

Residential Tenancy Branch

