



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and a monetary order for loss of income and the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Since the tenant moved out on or about January 14, 2015, the landlord withdrew his application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim for loss of income and the filing fee.

Issues to be decided

Is the landlord entitled to a monetary order to recover loss of income and filing fee?

Background and Evidence

The tenancy started in July 2011. The monthly rent was \$720.00 due in advance on the first of each month. Prior to moving in the tenant paid a security deposit of \$360.00.

The tenant testified that at the time he paid rent for December 2014, he provided the landlord with verbal notice to end the tenancy. On December 10, 2014, the tenant served the landlord with written notice to end tenancy. The tenant filed a copy of his notice to end tenancy which is dated December 10, 2015 and states that he will be moving out on "*Dec 31, 2014 or Jan10, 2015*"

The tenant's written submission states "*I gave back the key on Jan.14, 2015, and told my Landlord that my half month deposit as the rental up to Jan. 15, 2015*"

The landlord stated that he suffered a loss of income for January and is claiming to be compensated for this loss

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 gave notice on December 10, 2014 to end the tenancy. The notice did not specify whether the tenant would move out on December 31, 2014 or January 10, 2015. Since rent is due on the first of each month, by giving the landlord written notice on December 10, 2014, the earliest the tenant could legally end the tenancy was January 31, 2015.

Accordingly I find that the tenant moved out on or about January 14, 2015, without giving the landlord adequate notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of January 2015. Accordingly, I find that the landlord is entitled to \$720.00, which is the loss that he suffered. Since the landlord has proven his case he is also entitled to the filing fee of \$50.00.

Overall the landlord has established a claim of \$720.00 for loss of income plus \$50.00 for the filing fee for a total of \$770.00. I order that the landlord retain the security deposit of \$360.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$410.00. 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 for **\$410.00**.

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: July 30, 2015

Residential Tenancy Branch

