



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing was convened to address a claim by the landlords for a monetary order and an order authorizing them to retain the security deposit. AF attended the hearing on behalf of both landlords and AH attended on behalf of both tenants.

Issue to be Decided

Are the landlords entitled to a monetary order as claimed?

Background and Evidence

The facts are not in dispute the parties were in a month-to-month tenancy which began on February 15, 2015. Rent was set at \$1,000.00 per month and at the outset of the tenancy, the tenants paid a \$500.00 security deposit. In March, the landlords served on the tenants a one month notice to end tenancy which had an effective date of April 30, 2015. The tenants told the landlords that they were moving immediately and finished cleaning the unit, returning possession to the landlord on April 3. The landlords attempted to re-rent the unit, but were unable to find new occupants for the month of April. The landlords seek to recover loss of income for the month of April.

Analysis

The *Residential Tenancy Act* contains clear provisions outlining how a tenancy ends. The landlords served the tenants with a notice to end tenancy which had an effective date of April 30, 2015. The tenants could not legally end the tenancy earlier than the effective date of the notice to end tenancy as any notice the tenants provided would have to have been given to the landlords in writing one full month prior to the end of the tenancy per section 45 of the Act. I find that the tenants breached their obligations

under the Act by failing to give the landlords proper notice and failing to pay rent for the month of April, which was the last month of the tenancy.

Section 7 of the Act provides that where a party has breached the Act and caused the other party a compensable loss, the other party is entitled to compensation where they have acted reasonably to mitigate their losses. I find that the landlords acted reasonably in immediately attempting to re-rent the unit and I find that the tenants must be held liable for rent for the month of April. I award the landlords \$1,000.00. I further find that as the landlords have been successful in their application, they should recover the \$50.00 filing fee for a total award of \$1,050.00. I order the landlords to retain the \$500.00 security deposit in partial satisfaction of the claim and I grant them a monetary order under section 67 for the balance of \$550.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlords are granted a monetary order for \$550.00 and will retain the security deposit.

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: September 24, 2015

Residential Tenancy Branch

