



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD, MNR, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for loss of income and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issues to be decided

Is the landlord entitled to a monetary order for loss of income and for the recovery of the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started in December 2013 and ended on April 29, 2015. The monthly rent at the end of the tenancy, was \$1,210.00 payable on the first of each month. Rent included a parking fee. Prior to moving in the tenant paid a security deposit of \$300.00.

The landlord stated that the tenant moved out of the rental unit without providing any notice. The landlord found out on April 29, 2015 that the unit was vacant. The tenant agreed that he had moved out by that date without providing any notice to end tenancy, to the landlord.

The landlord testified that she immediately started looking for a tenant for May and was successful in finding one for May 15, 2015. The tenant did not provide the landlord with a forwarding address.

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 notice to end the tenancy, thereby causing the landlord to suffer a loss of income.

In all cases the landlord's claim is subject to the statutory duty to mitigate the loss by making attempts to re-rent the premises at a reasonably economic rent. In this case, the landlord advertised the availability of the rental unit and was successful in finding a tenant for May 15, 2015, thereby incurring a loss of half a month's rent. I find that the landlord is entitled to recover this loss of income suffered, in the amount of \$605.00.

The landlord has proven her case and is therefore entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$655.00 which includes \$605.00 for loss of income and \$50.00 for the filing fee.

I order that the landlord retain the security deposit of \$300.00, 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 \$355.00. 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 in the amount of **\$355.00**.

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: October 30, 2015

Residential Tenancy Branch

