



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

matter regarding VALLEY REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC, MNR, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for unpaid rent, loss of income and for the recovery of the filing fee.

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 unpaid rent, loss of income and the filing fee?

Background and Evidence

The tenancy started on July 01, 2016 for a fixed term of one year. The landlord filed a copy of the tenancy agreement. The monthly rent was \$2,200.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$1,100.00. The parties agreed that because there was work going on inside the rental unit, the landlord reduced the rent for the first two months of tenancy to \$1,650.00.

On Friday, July 29, 2016, the tenant visited the rental office to serve the landlord with his notice to end tenancy. The tenant stated that the office had closed for the day and he slipped his notice under the door. It was a long weekend and therefore the landlord received the notice on August 02, 2016. The effective date of the notice was September 01, 2016.

The landlord testified that upon receiving the tenant's notice to end tenancy, the vacancy was advertised on their rental website and on Craig's list. The landlord was unsuccessful in finding a tenant for September. A new tenant was found for October 01, 2016.

The tenant agreed that he did not pay rent on August 01, 2016, and requested the landlord to use the security deposit as rent for that month. Both parties agreed that the tenant owes the landlord \$550.00 for the month of August.

The tenant further agreed that on September 01, 2016, he had not finished cleaning the unit when the landlord visited to take possession of the unit. The landlord returned on September 02, 2016 and the parties completed the move out inspection report.

Since the landlord was unable to rent the unit for September 2016, she is claiming loss of income for this month in the amount of the reduced rent of \$1,650.00.

Analysis

Section 45(2) of the *Residential Tenancy Act* states that a tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that:

- (a) Is not earlier than one month after the date the landlord receives the notice
- (b) Is not earlier than the date specified in the tenancy agreement as the end of the tenancy and
- (c) Is the day before the day in the month on which the tenancy is based that rent is payable under the tenancy agreement.

In this case, the tenant was in a fixed term tenancy ending June 30, 2017. The tenant agreed that he owed \$550.00 for August 2017.

Since rent is due on the first of each month, by serving the landlord notice to end tenancy on August 02, 2016, the tenant did not provide adequate notice to end the tenancy on September 01, 2016. In addition the tenant moved out on September 02, 2016. The landlord was unable to find a tenant for September and therefore suffered a loss of income for this month.

Based on the above I find that the landlord is entitled to rent in the amount of \$550.00 for August 2016 and \$1,650.00 towards the loss of income suffered by the landlord for September 2016.

Since the landlord has proven her claim, she is also entitled to the recovery to the filing fee of \$100.00.

Overall the landlord has established a claim for \$2,300.00. 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 **\$2,300.00.**

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: March 08, 2017

Residential Tenancy Branch