



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 353806 B.C. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. Despite having been served with the application for dispute resolution and notice of hearing sent via registered mail on May 8 to the forwarding address he provided, the tenant did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on August 26, 2014 at which time the tenant paid a \$425.00 security deposit. Rent was set at \$850.00 per month. On April 20, 2015, the tenant gave the landlord a written notice that he would be vacating the unit on April 30, 2015. The landlord immediately began advertising the rental unit on Craigslist, but was unable to secure another tenant for the month of May. The landlord seeks to recover \$850.00 in lost income for the month of May as well as the \$50.00 filing fee paid to bring their application.

Analysis

The *Residential Tenancy Act* (the "Act") establishes the following test which must be met in order for a party to succeed in a monetary claim.

1. Proof that the respondent failed to comply with the Act, Regulations or tenancy agreement;

2. Proof that the applicant suffered a compensable loss as a result of the respondent's action or inaction;
3. Proof of the value of that loss; and
4. Proof that the applicant took reasonable steps to minimize the loss.

Section 45(1) of the Act provides that in order for a tenant to end a periodic tenancy, he must give his written notice to the landlord no later than the day before his last rental payment is due. Since the tenant's rent was due on the first day of each month, in order to end his tenancy on April 30, the tenant would have had to have given the landlord his notice no later than March 31. I find that the tenant breached his obligation under section 45(1) by failing to provide adequate notice that he was ending the tenancy. I accept the landlord's undisputed testimony that they were unable to secure another tenant for the month of May and therefore lost \$850.00 in rent for that month and I find that the landlord acted reasonably to minimize their losses by immediately placing an advertisement on Craigslist.

I find that the landlord has established their claim and I award them \$850.00. As the landlord was successful in their claim, I find they should recover the \$50.00 filing fee and I award them \$50.00 for a total award of \$900.00. I grant them a monetary order under section 67 for \$900.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$900.00. If the landlord still has the security deposit, it may be retained to satisfy part of the order, thereby reducing the enforceable amount of the order.

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 13, 2015

Residential Tenancy Branch

