



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: OPR MND MNR FF

## Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. On June 18, 2009 the landlord discovered that the tenant had abandoned the rental unit, and I accordingly dismiss the portion of the landlord's application regarding the order of possession.

Despite having been served with the application for dispute resolution and notice of hearing by registered mail on June 3, 2008, the tenant did not participate in the conference call hearing.

## Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

## Background and Evidence

The tenancy began on September 1, 2008 as a fixed term tenancy that was to end on August 12, 2009. Rent in the amount of \$2600 was payable in advance on the first day of each month. On August 12, 2008, the landlord collected a security deposit from the tenant in the amount of \$1300. The tenant failed to pay rent in the months of April and May 2009 and on May 20, 2009 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of June 2009. The landlord attempted to re-rent the unit from June 18 to July 1, 2009, but is now considering selling the unit. The landlord did not provide any supporting evidence of attempts to mitigate lost revenue by advertising to re-rent. The landlord has

claimed unpaid rent and lost revenue of \$2600 per month for the months of April, May, June and July 2009, and a prorated amount of \$1040 for August 1 to 12, 2009.

The tenant had changed the locks, and the landlord had to hire a locksmith in order to gain access to the rental unit. The landlord provided as supporting evidence a receipt for the amount of \$220.64.

The landlord also claimed that the tenant damaged the property, including the trees and shrubs in the garden, and claimed \$1000 for those damages. The landlord provided as supporting evidence several poor-quality black and white copies of photographs allegedly depicting the damage caused.

The landlord has also claimed \$355 for a BC Hydro reconnection fee, and provided as supporting evidence a letter from BC Hydro that sets out minimum reconnection fees of \$125 for service on Monday to Friday, 8:00 am to 3:00 pm, \$158 for Monday to Friday 3:00 to 4:00 pm, or \$355 for any other time, with GST applied to the charges. The landlord did not provide any receipts for payment of the reconnection fee or any evidence to explain why they claimed the highest minimum charge, not including the GST.

### Analysis

I find that the landlord is entitled to unpaid rent and lost revenue for the months of April, May and June 2009, in the amount of \$7800. I am not satisfied that the landlord adequately established that they took all reasonable steps to mitigate their loss by attempting to re-rent, and I therefore dismiss the claim for lost revenue for July and August 2009.

I accept the landlord's evidence regarding the locksmith costs, and accordingly allow the claim for \$220.64 for that amount.

I find that the landlord has not provided adequate evidence to support the claims for the BC Hydro reconnect fee or the damages to the property, and I therefore dismiss those portions of the landlord's application.

The landlord is also entitled to recovery of the \$100 filing fee, for a total of \$8020.64.

### Conclusion

I order that the landlord retain the deposit and interest of \$1307.57 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$6713.07. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated July 16, 2009.