

DECISION

Dispute Codes: MNR, MNDC and FF

Introduction

This application was brought by landlord seeking a Monetary Order for unpaid and loss of rent and recovery of the filing fee for this proceeding.

Issue(s) to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for the claims submitted.

Background and Evidence

This tenancy began on April 1, 2009 and ended on July 31, 2009. Rent was \$1, 000 per month and there was no security deposit. The rental unit has since been sold.

During the hearing, the landlord gave evidence that the written notice to end the tenancy submitted by the tenant, while dated June 30, 2009, was post marked July 8, 2009 and he makes claim that he did not receive the full month notice required under section 45 of the *Act*.

The landlord stated that the tenants had not paid their rent for July 2009 and he claims loss of rent for August 2009.

In addition, the landlord stated that he had given the tenants permission to paint the rental unit in May 2009 if they absorbed the cost of doing so, but that the tenants had deducted \$400 from the May rent for painting without his consent.

The landlord therefore claims \$1,000 for July rent, \$1,000 for loss of rent for August and \$400 rent shortfall for May 2009.

The tenant stated that the landlord's sister-in-law had been acting as property manager and he had given her verbal advice that he was ending the tenancy, but that she had advised him to provide the landlord with written notice as a courtesy. The tenant also stated that he had a letter from the landlord's sister-in-law, also related to the female co-tenant, stating that she had paid the rent for July and the May shortfall to the landlord. That letter was not submitted into evidence and the landlord's brother stated that the payment was made as a loan to his brother to assist him through the lost rent.

Analysis

The tenant did not contest the fact that he had not paid the July rent. He stated that the documentation from the landlord's sister-in-law proved that she had paid it on his behalf along with the claimed rent shortfall for May.

In the absence of a copy of the sister-in-law's letter, I find that the tenants owe the landlord the rent for July and award \$1,000 for the rent.

As to the rent shortfall for May, in the absence of written agreement from the landlord to pay for the paint job, I must find that the landlord did not agree to pay for the painting and that the tenants owe the \$400 for the May rent shortfall.

As to the loss of rent for August, Section 45 of the *Act* places a clear duty on a tenant giving notice to provide that notice in writing at least one full month in advance of the end of tenancy date.

I find that the tenants did not give sufficient notice. However, section 7 of the *Act* imposes a duty on either party to a rental agreement claiming a loss from the other to do whatever is reasonable to minimize their loss.

In this instance the landlord claims, but provides no evidence that he attempted to find new tenants for August. In addition, taking into account that the property was listed for sale and it was to the landlord's advantage to be able to offer vacant possession, I find that the landlord has not met the burden of proof to demonstrate that he tried to find new tenants.

Therefore, I dismiss the claim for August rent.

Thus, I find that the landlord is entitled to a Monetary Order for \$1,000 for the July rent and \$400 for the rent shortfall for May and recovery of the \$50 filing fee for this proceeding.

Given that the tenant claims, but has not provided proof that the debt was paid by the landlord's sister-in-law, he is at liberty to provide such proof in response to the landlord's enforcement of the order through the court.

Conclusion

Thus, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$1,450 for service on the tenants.