



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution to obtain a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent and the male tenant.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided the following documentary evidence:

- A copy of a tenancy agreement signed by the parties on February 4, 2009 for a 1 year fixed term tenancy beginning on March 1, 2009 that converted to a month to month tenancy on March 1, 2010 for a monthly rent of \$1,025.00 due on the 1st of the month, a security deposit of \$512.50 was paid;
- A copy of the tenants' notice to end the tenancy dated March 8, 2010 with an effective date of March 31, 2010 signed by both tenants;
- A copy of a "Rent Schedule" showing the rental unit was listed as vacant on April 1, 2010; and
- A copy of a receipt dated April 27, 2010 between two different parties to supply and install mirror doors, in the amount of \$273.00.

The landlord's agent testified that the tenants gave short notice on ending the tenancy and the landlord failed to rent to the rental unit out before April 1, 2010. The agent

further testified the landlord's practice is to post a sign outside of the rental unit and to advertise in the local paper.

The tenant acknowledges the late notice and that the landlord had posted a sign on the building that there was a rental unit available. Both parties acknowledge that a move out inspection was completed. The tenant states that the manager and the tenants agreed there were no damages to the rental unit but they have never received a copy of the inspection report or return of the security deposit.

The landlord's agent testified that he did not have access to the tenant file only to the evidence before this hearing and so was unable to comment on the outcome of the move out inspection.

Analysis

When a party makes a claim for damages or loss that party must provide evidence in support of their claim that establishes the following four points:

1. A loss or damage exists;
2. That loss or damage results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; and
4. How the party mitigated the damage or loss.

While the landlord has submitted a receipt for replacement of mirrored doors for this rental unit, he has not submitted any documentation to confirm there was any damage to the rental unit including the mirror doors. As such, the landlord has failed to establish that a loss or damage exists. I dismiss this portion of the landlord's application.

I accept the tenants provided the landlord with late notice and that the landlord was unable to re-rent the unit for April 1, 2010. I also accept, based on the testimony of both parties that the landlord did post a sign on the building that the rental unit was available.

However, the landlord has not submitted any evidence of any further efforts to mitigate the lost income for the month of April 2010. As a result, I find the landlord has taken some efforts to mitigate this loss but has not taken *all* reasonable steps to mitigate the loss. I therefore find the landlord is entitled to ½ month's rent.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$537.50** comprised of \$512.50 rent owed and \$25.00 of the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: August 17, 2010.

Dispute Resolution Officer