



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

**Dispute Codes:** MNDC; FF

### **Introduction**

This is the Landlord's application for a Monetary Order for unpaid rent and loss of revenue; and to recover the cost of the filing fee from the Tenants.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that on November 10, 2011, he served the Tenant TA with the Notice of Hearing documents by handing the documents to the Tenant at school where his children and the Tenants' children go to school. The Landlord testified that he did not serve the Tenant JB with the Notice of Hearing documents.

Based on the affirmed testimony of the Landlord, I am satisfied that the Tenant TA was duly served with the Notice of Hearing documents, in accordance with the provisions of Section 89(1)(a) of the Residential Tenancy Act (the "Act"). Despite being served with the Notice of Hearing documents, the Tenant TA did not sign into the teleconference, and the Hearing continued in her absence.

The Landlord did not serve the Tenant JB. The Landlord's application against the Tenant JB is dismissed without leave to reapply.

### **Issue(s) to be Decided**

Is the Landlord entitled to compensation for loss of rent for the month of October and loss of revenue for the month of November, 2010?

## **Background and Evidence**

The Landlord gave the following testimony:

The parties signed a tenancy agreement on May 30, 2010. The tenancy started on June 1, 2010. Monthly rent was \$1,270.00, due the first day of each month. The Tenants paid a security deposit in the amount of \$635.00 at the beginning of the tenancy.

In August, the Tenants told the Landlord that they would be moving out of the rental unit at the end of September, 2010. The Tenants moved out of the rental unit at the beginning of October, 2010, without giving written notice to end the tenancy. The Tenants did not pay rent for the month of October, 2010. The Landlord was not able to re-rent the property for November 1, 2010.

The Landlord asked to apply the security deposit in partial satisfaction of his monetary award.

## **Analysis**

The Act requires a notice to end a tenancy to be in writing. Based on the undisputed testimony of the Landlord, I find that the Tenants did not provide the Landlord with effective notice to end the tenancy. The Tenants moved out of the rental unit in October without paying any rent for the month of October, and therefore the Landlord has established his claim for unpaid rent in the amount of \$1,270.00 for October, 2010.

In order to be successful in a claim for compensation for loss, the Landlord must provide evidence that he took reasonable steps to mitigate his loss (i.e. re-rent the unit). The Landlord provided no evidence of any attempts made to re-rent the rental unit for the month of November, 2010. Therefore, this portion of his application is dismissed.

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit in partial satisfaction of his monetary award. No interest has accrued on the security deposit.

Co-Tenants are jointly and severally responsible for damages incurred during the tenancy. The Landlord has been partially successful in his application and is entitled to recover the cost of the filing fee from the Tenant TA.

I hereby provide the Landlord with a monetary order against the Tenant TA, calculated as follows:

Unpaid rent for October, 2010	\$1,270.00
Recovery of the filing fee	\$50.00
Less security deposit	<u>&lt;\$635.00&gt;</u>
TOTAL amount due to Landlord after set off	\$685.00
	=====

### **Conclusion**

I hereby provide the Landlord a Monetary Order in the amount of **\$685.00** against the Tenant TA. This Order must be served on the Tenant TA and may be filed in the Provincial Court of British Columbia (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: March 18, 2011.

---