

Decision

Dispute Codes: MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application for a monetary order as compensation for unpaid rent or utilities / retention of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony. As the tenant has vacated the unit, the landlord withdrew the application for an order of possession.

Discussion between the parties at the hearing lead to the amendment of the unit number shown on the landlord's application from # 1 to # 2.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act

Background and Evidence

There is no written tenancy agreement for this month-to-month tenancy which began on November 1, 2010. While monthly rent was \$650.00 at the start of tenancy, it was reduced to \$625.00 effective from on or about March 1, 2011. A security deposit of \$325.00 was collected. No move-in condition inspection report was completed.

The landlord issued a 1 month notice to end tenancy for cause dated June 1, 2011, and a 10 day notice to end tenancy for unpaid rent or utilities dated June 15, 2011. The tenant acknowledged receipt of both notices and confirmed that she did not file an application to dispute either notice. The tenant also testified that she made no further payment toward rent or utilities after receiving the 10 day notice. Ultimately, the tenant vacated the unit sometime between June 30 and July 4, 2011. No move-out condition inspection report was completed. No new renters occupy the unit and the landlord testified that no advertising for renters has yet taken place. The particulars agreed to between the parties for unpaid rent and utilities are as follows:

Unpaid Rent

\$625.00: June

Unpaid Utilities

\$35.92: April

\$ 5.59: May

\$29.06: June

While the landlord seeks to recover unpaid rent / loss of rental income for July, the tenant takes the position that she had effectively vacated the unit by June 30, even while the unit key was returned to the landlord within days after that.

Analysis

Based on the documentary evidence and testimony of the parties, I find that the landlord has established a claim of \$745.57. This is comprised of \$625.00 in unpaid rent for June, \$70.57 in unpaid utilities combined for April, May & June, in addition to the \$50.00 filing fee. I order that the landlord retain the security deposit of \$325.00, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$420.57 (\$745.57 - \$325.00).

In relation to the landlord's application for unpaid rent / loss of rental income for July, section 7 of the Act speaks to **Liability for not complying with this Act or a tenancy agreement**, and provides in part as follows:

7(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

In the absence of any efforts by the landlord to mitigate the loss of rental income, by advertising for new renters for example, the aspect of the application concerning compensation for unpaid rent / loss of rental income for July is hereby dismissed.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of \$420.57. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court 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*.

DATE: July 20, 2011

Residential Tenancy Branch