



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation for loss - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by personal service in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The fixed term tenancy began on June 15, 2011 with an end date of November 15, 2011. The Tenant was a single tenant at the time of entering the tenancy. The Tenant gave notice to end the tenancy in approximately the middle of May 2011 and vacated the unit on June 1, 2011. The Tenant left articles of furniture in the unit which the Landlord hauled away on June 27, 2011 for a cost of \$168.00. The Tenant also failed to pay outstanding utilities for the period between February 17 and May 31, 2011 in the total amount of \$279.86. Rent in the amount of \$1,550.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$775.00.

The Landlord states that as soon as the Tenant's notice was received advertisement for the unit was made in craigslist and that several applications to rent the unit were received for June 2011 but that these applicants were not found to be suitable and were rejected. The Landlord states that the applicants were rejected as they were from groups of people the Landlord did not believe were related or that the applicants were students and that the Landlord was looking for a single family unit as tenants. The Landlord claims lost rental income for June 2011, unpaid utilities and the cost of the garbage removal.

Analysis

Section 7 of the Act provides that where a landlord claims compensation for loss that results from the tenant's non compliance with the Act, the landlord must do whatever is reasonable to minimize the loss. While the Landlord reasonably started advertising the unit as soon as the Tenant gave notice, I do not find that waiting to fill the unit with a single family is reasonable given the single status previously selected for the current disputed tenancy. Accordingly, I find that the Landlord is only entitled to a portion of lost rental income in the amount of \$775.00. I find that the Landlord has substantiated the claims for hauling garbage in the amount of \$168.00 and unpaid utilities in the amount of \$279.86. The Landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of \$1,272.86. The **security deposit** will be off-set from the award made herein.

Calculation for Monetary Order

Lost rental income	\$775.00
Unpaid utilities	279.86
Garbage disposal	168.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and interest <i>to date</i>	-775.00
Total Monetary Award	\$497.86

Conclusion

I **order** that the Landlord retain the **deposit** and interest of \$775.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$497.86**. If necessary, this order may be 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*.

Dated: September 14, 2011.

Residential Tenancy Branch