



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNR, MNSD, O

Introduction

This hearing dealt with an application by the landlord seeking a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord's agent participated in the conference call hearing but the tenant(s) did not. The landlord's agent presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail on September 20, 2011. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord's agent gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The one year fixed term tenancy began on or about December 1, 2010. Rent in the amount of \$1500.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$750.00.

The tenants gave one month's notice that they would be vacating the unit on August 31, 2011. The landlord's agent is also the landlord's property manager. The property manager posted an advertisement for the rental unit on the company website and also on an independent website. The landlord's agent advised that the property management company was unable to rent the unit for the months of September, October, and

November and is seeking \$4500.00 in lost revenue. The landlord's agent is also seeking \$750.00 for the early termination of the tenancy as agreed upon in their lease.

Analysis

The landlord's agent is seeking \$4500.00 in lost rental income. Where the landlord or tenant breaches a term of the tenancy agreement or the Residential Tenancy Act, the party claiming damages has a legal obligation to do whatever is reasonable to minimize the damage or loss. The landlord's agent provided a copy of the posting from their own company website as well as a posting from an independent website. These two postings are dated August 23, 2011 and September 14, 2011 respectively. In both advertisements it is listed for a short term lease from September to November. These are the only two pieces of documentary evidence the landlord's agent provided for this hearing.

The landlord's agent has not satisfied me that every reasonable attempt to mitigate loss was taken. The landlords' agent filed for Dispute Resolution on September 14, 2011 and since that day no further postings or documentation of attempts to rent the unit was submitted for this hearing. In addition the very short and restrictive rental term would in fact contradict any attempts of mitigating the loss.

This portion of the landlords claim is dismissed.

The landlord's agent is seeking \$750.00 for the early termination of the fixed tenancy agreement. I accept the testimony of the landlord's agent as well as the documentation provided that the tenant did in fact terminate the tenancy early.

The landlord is entitled to \$750.00

As for the monetary order, I find that the landlord has established a claim for \$750.00. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$750.00 deposit .I grant the landlord an order under section 67 for the balance due of \$50.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$50.00. The landlord may retain the security deposit.

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: December 01, 2011.

Residential Tenancy Branch