



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

The landlord seeks a monetary award for unpaid rent, for compensation for damage and loss and recovery of the filing fee.

The tenant did not attend the hearing. The landlord testified that he served the tenant with his application and notice of this hearing by way of registered mail. I am therefore satisfied that the tenant has had notice of this claim.

The landlord gave evidence under oath.

Issue(s) to be Decided

Has the landlord met the burden of proving his claims?

Background and Evidence

The landlord testified that the tenant vacated the rental unit on January 22, 2012 based on a 10 day Notice to End Tenancy for unpaid rent. The landlord testified that at a hearing held February 7, 2012 he was granted a monetary award for unpaid rent for January and February and we was allowed to retain the pet and security deposits in partial satisfaction of his claim. The landlords claim for rent to the end of the fixed term tenancy in April 2012 was dismissed with leave to reapply.

The landlord now seeks rent and utility costs for the months of March and April 2012. The landlord says he was required to keep heat and light on in the rental unit in order to preserve it properly during the winter months and in order to show the property to prospective tenants. In addition the landlord seeks rent for the months of March and April given that this was a fixed term tenancy set to end at the end of April 2012.

The landlord testified that he did secure new tenants but they did not wish to move into the rental unit until May 1, 2012. He therefore entered into an agreement with them to allow them to pay only half the rent for April in the sum of \$975.00 and the full rent

commencing May 1, 2012. The landlord did not supply evidence of his efforts to re-rent the premises however he testified that his efforts to re-rent are obvious because he did manage to secure new tenants.

The landlord claims as follows:

March loss of revenue	\$1,900.00
Utility costs	184.03
Filing Fee	50.00
Sub Total	\$4,034.03
Less rent paid by new tenants for April 2012	-975.00
Total Claimed	\$3,059.03

Analysis

The evidence shows that the rental unit was vacant for March and that the landlord chose to accept new tenants on terms that they would pay only half a month's rent for April and full rent would not commence until May. When a landlord makes an application seeking loss of revenue he is required to show mitigation of his damages, whether or not the tenancy is a month-to-month or fixed term tenancy. I find that the landlord has failed to submit sufficient evidence in this regard and his claim for loss of rental revenue is therefore dismissed.

With respect to the utility costs I find that this is a cost of doing business for the landlord and I decline to make an award in this regard.

Conclusion

The landlord's claims are dismissed entirely.

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: May 24, 2012.

Residential Tenancy Branch