



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been personally served with the application for dispute resolution and notice of hearing on March 15, 2012, the tenant did not participate in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on February 1, 2012 as a fixed-term tenancy to end on July 31, 2011. Rent in the amount of \$2500 was payable in advance on the first day of each month. Under the tenancy agreement, the tenant paid an additional \$85 per month for cable charges. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$1250. On January 28, 2012, the landlord and the tenant carried out a move-in inspection and completed the condition inspection report.

On March 1, 2012 the tenant advised the landlord by email that the tenant was moving out of the rental unit in mid-March. The landlord immediately began advertising to re-rent the unit. The tenant paid the landlord for half of the rent for March 2012. The landlord and the tenant conducted a move-out inspection on March 15, 2012 and the tenant vacated the rental unit. The landlord re-rented the unit for the month of May 2012.

The landlord has claimed the following monetary amounts:

- 1) \$1250 for balance of rent for March 2012
- 2) \$85 for cable for March 2012
- 3) \$2585 for lost revenue for April 2012

- 4) \$85 lost revenue for May 2012 – the tenant that moved in for May 2012 paid \$2500, not \$2585 for rent and cable
- 5) \$5170 for lost revenue for June and July 2012
- 6) \$75 for cleaning after tenant moved out – tenant agreed on move-out inspection for landlord to charge this amount, so the landlord reduced the amount claimed for cleaning from \$200 to \$75
- 7) \$15 for photocopy charges

Analysis

Upon consideration of the evidence, I find as follows. I find that the landlord is entitled to \$1250 in unpaid rent for the latter half of March 2012 and \$42.50 for cable costs for March 1 to 15, 2012. The landlord is not entitled to any further compensation for cable after the tenancy ended, as the tenant was no longer using that service. I accept the landlord's testimony that she took reasonable steps to mitigate her loss, and I find that she is entitled to lost revenue for April 2012 in the amount of \$2500.

The landlord is not entitled to potential lost revenue for June and July 2012, as she has not yet incurred any real loss for those months. Moreover, as the landlord has a new tenant currently occupying the rental unit, the previous tenant could not be held liable for any loss incurred by the landlord that resulted from the new tenant breaching their obligations under the Act. I therefore dismiss the landlord's claim for lost revenue for June and July 2012 without leave to reapply.

I accept the landlord's evidence that the tenant agreed at move-out to pay up to \$75 for cleaning costs, and I grant the landlord \$75 for cleaning.

The costs associated with the dispute resolution process, aside from the filing fee, are not normally recoverable. I find that the landlord is not entitled to \$15 for photocopying costs. As the landlord's claim was partially successful, she is entitled to partial recovery of her filing fee for the cost of the application, in the amount of \$50.

Conclusion

The landlord is entitled to \$3917.50. I order that the landlord retain the security deposit of \$* in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2667.50. 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: May 29, 2012.

Residential Tenancy Branch