



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, OPR, MNSD, MNR, MNSD, OPB

Introduction

The matter before me is an application by the landlord seeking a monetary order and an order to retain the security deposit in partial satisfaction of the claim. This is the second hearing involving these two parties. The landlord was successful in the original hearing. The tenant filed for a review and was successful in his application. Both parties participated in the conference call hearing. Both parties 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 tenancy began on or about May 1, 2011. Rent in the amount of \$1650.00 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 \$825.00 and \$300.00 pet deposit. The tenant failed to pay rent in the month(s) of March 2012 and on March 19, 2012 the landlord served the tenant with a notice to end tenancy.

The landlord gave the following testimony; the original tenancy was to be for two years, the landlord and tenant verbally agreed to amend the tenancy to 13 months and was to end on June 1, 2012, on February 29, 2012 the tenant gave one months notice that they would be moving out on March 31, 2012, the tenant didn't pay the rent for March, the landlord posted an ad on the internet on February 29, 2012 and then two more times during the month of March, stop advertising in mid March, was not able to rent the unit

until May 1, 2012 for fifty dollars less per month, is seeking the unpaid rent for March and also the loss of revenue for April for a total of \$3300.00.

The tenant gave the following testimony; does not dispute the outstanding rent for the month of March, does dispute loss of revenue for April, the tenant stated that he showed "at least 40 parties" the unit but the landlord deemed them "not responsible enough to rent to", the landlord wasn't pro-active in trying to rent the unit, expected the tenant to try to find someone, stated the landlord didn't lose any rent as she re-rented the unit for April, testified that he attended the unit in late April and spoke to the occupant there who informed him that he had lived there for several weeks the tenant feels that the landlord is entitled to only \$1650.00 and that both deposits should be applied to offset the amount to \$525.00.

Analysis

The landlord is the sole applicant in this matter and bears the responsibility of proving her case. The unpaid March rent is not in dispute and I find that the landlord is entitled to \$1650.00.

As for the loss of revenue for the month of April, the landlord has not been successful in proving her case for the following reasons; I asked the landlord on three separate occasions as to when she last advertised the unit, she stated "in mid March", she went on to state that "I figured that was enough" I also asked her twice if she had done any advertising during the month of April and her response on both occasions was "no I didn't". The landlord bears a responsibility to mitigate any loss or anticipated loss. In the case before me the landlord clearly indicated in her own testimony that she made no attempts whatsoever to rent the unit from mid March forward nor did she make any attempts during the month of April, and as such is not entitled to any award for loss of revenue.

As for the monetary order, I find that the landlord has established a claim for \$1650.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$825.00 deposit and the \$300.00 pet deposit in partial

satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$575.00. 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 \$575.00. The landlord may retain the security and pet 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: June 05, 2012.

Residential Tenancy Branch