



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNR, FF*

Introduction,

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for loss of income, for the cost of repairs and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for loss of income, for the cost of repairs and for the filing fee?

Background and Evidence

The tenancy started on April 21, 2012. Rent was \$800.00 due on the first day of each month. There was no written tenancy agreement.

Both parties agreed that the tenant was supposed to pay prorated rent for April in the amount of \$262.00. Both parties also agreed that the tenant failed to pay the security deposit and rent for April, prior to moving in but gave the landlord a post dated cheque for \$1,600 to be cashed on April 30, 2012. On April 30, the tenant instructed the landlord not to cash the cheque as she did not have sufficient funds. The tenant failed to pay outstanding rent on May 01, 2012 and the landlord asked her to move out. The tenant moved out on May 02, 2012.

The tenant stated that she attempted to pay the landlord \$500.00, by way of a money order, but the landlord refused it stating that she would only accept cash, for which she would provide a receipt.

The landlord stated that she made attempts to find a replacement tenant by advertising the rental unit on line and showing it to prospective tenants. The landlord was unsuccessful in finding a tenant for May.

The landlord stated that the tenant's dog did considerable damage to the unit and filed photographs and an invoice to support her claim of \$556.00.

The tenant agreed to cover the damage to the front door but argued that her dog did not cause damage to the inside of the unit.

Analysis

Based on the testimony of both parties, I accept the landlord's evidence in respect of the claim. In this case the tenant did not pay rent for April and owes the landlord \$262.00. In addition the tenant did not pay rent for May and moved out on May 02, thereby causing the landlord to suffer a loss of income for this month.

In all cases, the landlord's claim is subject to the statutory duty to mitigate the loss by making attempts to re-rent the unit. Section 7(2) of the *Residential Tenancy Act*, states that a landlord who claims compensation for loss that results from the tenant's non compliance with the tenancy agreement must do whatever is reasonable to minimize the loss.

In this case, the landlord advertised the unit on line. I find that the landlord made efforts to mitigate her losses but despite her efforts she suffered a loss of income for the month of May. Accordingly, I find that the landlord is entitled to **\$800.00** which is the amount of the loss she suffered

The tenant agreed to some of the damage in the unit and therefore I award the landlord **\$278.00** which is equal to half the amount of her total claim of \$556.00.

The landlord has proven her case and is therefore entitled to the recovery of the filing fee of **\$50.00**.

Overall the landlord has established a claim for \$1,390.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$1,390.00**.

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 06, 2012.

Residential Tenancy Branch