



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

MNR, MNSD, FF

Introduction

This is an application by the landlord for monetary compensation for loss of rent for June 2012 due to the tenant vacating early without adequate notice.

Despite being served by registered mail sent on August 25, 2012, as verified by the Canada Post tracking number, the respondents did not appear.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for loss of revenue?

Background and Evidence

This tenancy began in December 2009 with rent of \$1,000.00 and a security deposit of \$500.00 was paid. The parties signed a mutual agreement to end the tenancy effective June 30, 2012. A copy of this document was in evidence.

The landlord testified that the tenant suddenly vacated at the end of May 2012 and at the beginning of June 2012 without paying any rent for June. The landlord is claiming compensation of \$1,000.00.

Analysis

An Applicant's right to claim damages from another party is dealt with under section 7 of the Act which states that if a landlord or tenant does not comply with the Act, the regulations or the tenancy agreement, the non-complying party must compensate the other for damage or loss that results. Section 67 of the Act grants a dispute Resolution Officer the authority to determine the amount and to order payment under these circumstances.

I find it important to note that in a claim for damage or loss under the Act, the party making the claim bears the burden of proof and the evidence furnished by the applicant must satisfy each component of the test below:

Test For Damage and Loss Claims

1. Proof that the damage or loss exists,
2. Proof that this damage or loss happened solely because of the actions or neglect of the Respondent in violation of the Act or agreement
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage.
4. Proof that the claimant followed section 7(2) of the Act by taking reasonable steps to mitigate or minimize the loss or damage

In this instance, the burden of proof is on the landlord to prove the existence and value of the damage/loss stemming directly from a violation of the agreement or a contravention of the Act by the respondent and to verify that a reasonable attempt was made to mitigate the damage or losses incurred.

With respect to rent owed, I find that section 26 of the Act states that rent must be paid when it is due under a tenancy agreement. I find that as of June 1, 2012, the tenant owed \$1,000.00 and violated the Act and the agreement by not paying and by vacating earlier than agreed-upon. I also find that the landlord incurred a loss because the unit was vacant and not successfully re-rented for the month of June 2012. I find that all elements of the test for damages have been met and the landlord is therefore entitled to be compensated \$1,000.00.

Given the above, I find that the landlord established a total monetary claim of \$1,050.00 comprised of \$1,000.00 for loss of revenue and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the tenant's \$500.00 security deposit in partial satisfaction of the claim leaving \$550.00 still outstanding.

Conclusion

I hereby grant the landlord an order under section 67 for \$550.00. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The remainder of the landlord's application is dismissed without leave.

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 25, 2012.

Residential Tenancy Branch