



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, OPC, OPE, OPL, OPQ, MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenants were each given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

At the onset of the Hearing the Landlord stated that the Tenant moved out of the unit in mid July 2012 and that as the Landlord has possession of the unit, the Landlord withdraws the request for an Order of Possession. The Landlord also requests an amendment to reduce the amount of rent being claimed to \$820.00. As the reduction of the amount claimed does not prejudice the Tenant, I allow the amended amount.

The Tenants state that the unit was rented for an employee as a temporary residence and was not used as a business.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amount claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The Landlord states that the tenancy started on June 1, 2012 on a fixed term to May 31, 2013. The Landlord states that the Tenant moved out of the unit mid July 2012 and that the unit was immediately advertised for rent. The Landlord states that the Tenant continued to pay rent to, and including, November 2012. The Landlord states that the unit was rented for January 1, 2013. It is noted that the Landlord did not file any evidence of advertising the unit. The Landlord states that it has no knowledge of the details of the tenancy beyond the tenancy agreement and the rent ledger as the previous Agent for the Landlord is no longer employed by the Landlord.

The Tenants state that they informed the Landlord at the beginning of the tenancy to look for new tenants as they intended to move out within a few months. The Tenants state that although they signed a tenancy agreement for a year, they had understood that the agreement was for only 6 months and signed the tenancy agreement without checking the term dates. The Tenants state that at no time was the unit shown to any prospective renters and that the employee moved out of the unit on September 9, 2012.

Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Noting the Landlord's overall lack of knowledge of the tenancy and the evidence of the Tenants, I find that the Landlord has failed to show that they undertook any efforts to mitigate any loss of rent and I therefore dismiss the application.

Conclusion

The Landlord's application is dismissed.

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: January 22, 2013