



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. Both landlords, two agents for the landlord and one tenant participated in the conference call hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on October 15, 2009, for a fixed term ending October 31, 2011. The parties then entered into a new tenancy agreement for a second fixed term commencing November 1, 2011 and to end on October 31, 2012. The monthly rent at the end of the tenancy was \$3063.89. The tenants were responsible for the water bills. In a dispute resolution hearing on September 5, 2012, the arbitrator found that the tenancy ended on August 30, 2012.

Landlord's Evidence

The landlord stated that they did not know when the tenants would be moving out, as they would not sign a mutual agreement to end tenancy, and they kept changing the date that they would move out. The landlord knew as of August 29, 2012 that the tenants were vacating. The landlord began advertising on September 10, 2012 to re-rent the unit, but they were unable to re-rent. In support of their claim for lost revenue, the landlord submitted lists of several dates and venues in which they advertised to re-

rent. The landlord has claimed lost revenue for September and October 2012, to the end of the fixed term.

The landlord has also claimed \$1275.50 for an unpaid water bill. On August 31, 2012, the landlord contacted the municipality regarding the water bill. When the landlord received the bill, which was for the period May 9, 2012 to September 11, 2012, they discovered it was three times higher than normal. The landlord investigated and discovered approximately two weeks later that there was a problem with the sprinkler line that resulted in the higher bill. The landlord has claimed \$1275.50 for the water bill.

Tenant's Response

The tenant stated that it was not their intention to move out before the end of the fixed term, but the landlord wanted to move back into the house. The landlord's lawyer prepared documents for a mutual agreement to end tenancy, but the tenant did not want to sign the documents because the landlord wanted the tenants to sign a release, whereby they would agree to not claiming any costs against the landlord. The landlord did not want to negotiate any further. On July 23, 2012, the tenants made it clear to the landlord's lawyer that they would be moving out by the end of August. The landlord should not be entitled to lost revenue as claimed.

The tenant disputed the water bill, as the tenant was not aware of the faulty sprinkler line. The tenants are not responsible for the sprinkler system, and they should not have to pay the amount claimed for the water bill.

Analysis

Upon consideration of the evidence, I find that the landlord is not entitled to the monetary compensation claimed.

I find that the landlord was clearly aware that the tenants were vacating or vacated by August 29, 2012. However, the landlord did not begin advertising the rental unit until September 10, 2012. The landlord did not provide evidence of the rent they sought in their ads, or other evidence to demonstrate that the landlord mitigated their loss by taking reasonable steps to re-rent as soon as possible.

The landlord confirmed that the unusually high water bill was a result of the faulty sprinkler system. The landlord did not provide evidence to demonstrate that the tenants were aware of the leak or were responsible for causing the leak. Additionally, the landlord has claimed for water usage past the date that the tenants vacated, but did not make any adjustment to the bill.

As the landlord's claim was not successful, they are not entitled to recovery of the filing fee for the cost of their application.

Conclusion

The application of the landlord 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 23, 2013

Residential Tenancy Branch

