



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord.

The landlord provided documentary evidence the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on November 19, 2013 and with his amended Application by registered mail on February 7, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed.

Based on the testimony and evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent and utilities; for lost revenue; for compensation for damages or losses; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided into evidence:

- A copy of a tenancy agreement signed by the parties on June 5, 2012 for a 1 year fixed term tenancy beginning on July 1, 2012 for a monthly rent of \$1,000.00 due on the 1st of each month with a security deposit of \$500.00 paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued by the landlord on November 2, 2012 with an effective vacancy date of November 13, 2012 citing the tenant had failed to pay rent in the amount of \$1,000.00 that was due on November 1, 2012.

The landlord testified the tenancy ended after the tenant failed to pay rent for the month of November 2012 and the landlord issued the 10 Day Notice to End Tenancy noted above. The landlord testified that he thought the tenant had vacated the rental unit by November 16, 2012 and that he never paid rent for November 2012.

The landlord also seeks reimbursement for utility costs the tenant was responsible for but never paid in the amount of \$99.40 and the landlord has submitted the hydro bills for these charges for the periods July 31, 2012 to September 28, 2012 and September 29, 2012 to November 29, 2012.

The landlord testified that despite advertising in November and December he was only able to re-rent the unit effective January 15, 2013. The landlord has provided a receipt for his advertising in the amount of \$410.45 with the local newspaper.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Based on the undisputed testimony and evidence of the landlord I find the tenant failed to pay rent for the month of November 2013 and the utilities as presented in the landlord's evidence.

As to the landlord's claim for compensation for lost revenue resulting from the tenant's breach of the tenancy agreement, I find that as the tenancy was for a fixed term scheduled to end on June 30, 2013 the tenant remains responsible for the payment of rent until the end of the fixed term, subject only to the landlord's obligation to mitigate any losses.

I am satisfied that the landlord began advertising the rental unit in November and continued to do so until it was rented. I also accept, based on the landlord's undisputed testimony, the landlord re-rented the unit effective January 15, 2013. As such, I find the tenant is only responsible for the landlord's lost revenue for the month of December 2012 and for ½ month for January 2013 in the amount of \$1,500.00.

And finally, as the landlord was forced to advertise the rental unit when the tenant breached the fixed term tenancy agreement I find the landlord suffered a loss in the amount of \$410.45 as confirmed by the landlord's documentary evidence.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$3,059.84** comprised of \$1,000.00 rent owed; \$1,500.00 lost revenue; \$99.40 utilities; \$410.45 advertising costs; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$500.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,559.84**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: February 20, 2013

Residential Tenancy Branch