



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Homelife Peninsula Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNDC O

Introduction

This hearing dealt with the landlord's application for monetary compensation. Both an agent for the landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that she had received the landlord's application and evidence. The tenant did not submit any documentary evidence, but gave verbal testimony in the hearing. 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 tenant first occupied the rental unit under a fixed-term tenancy commencing April 1, 2011 and ending March 31, 2012. The landlord and the tenant then entered into a subsequent fixed-term tenancy commencing April 1, 2012, to end on March 31, 2013. The monthly rent, payable in advance on the first day of each month, was \$950.

Landlord's Evidence

On December 20, 2012 the tenant gave the landlord written notice that she would not be renewing her lease. On December 27, 2012 the landlord began advertising the rental unit as available April 1, 2013. On January 7, 2013 the tenant told the landlord that she was leaving early, at the end of January 2013. The landlord stated that on January 7, 2013 they began advertising the unit, on their own website as well as on Craigslist, as available February 1, 2013. The landlord stated that they still have not been able to re-

rent the unit, as of the hearing date. The landlord lowered the asking price for rent from \$950 to \$850 beginning March 1, 2013. The landlord has claimed \$500 for the balance of rent for February 2013 and \$950 lost revenue for March 2013.

Tenant's Response

The tenant stated that she gave the landlord so much time to re-rent the unit that she should not be responsible for the lost revenue.

Analysis

I find, based on the evidence, that the landlord took reasonable steps during the month of January 2013 to re-rent the unit by February 1, 2013. However, the landlord did not reduce the asking price until March 1, 2013, and I find that the landlord therefore did not take sufficient reasonable steps to attempt to re-rent the unit for March 2013. I find that the landlord is therefore only entitled to the balance of rent for February 2013.

Conclusion

The landlord is entitled to \$500. The balance of the landlord's application is dismissed.

I grant the landlord an order under section 67 for the balance due of \$500. This order may be filed in the Small Claims Court and 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: June 13, 2013

Residential Tenancy Branch