



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Singla Homes (2005)  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, 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. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was personally served with the application for dispute resolution and notice of hearing on April 9, 2013 in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The tenancy started on September 15, 2011 and ended on December 1, 2013. All rents were paid to the end of the tenancy. Rent of \$1,275.00 was payable monthly and at the outset of the tenancy the Landlord collected \$640.00 as a security deposit. The Tenant provided the forwarding address in writing on March 25, 2013.

The Landlord states that the Tenant failed to provide written notice to end the tenancy and claims lost rental income of \$1,275.00. The Landlord states that the Tenant provided oral notice on approximately November 25, 2013 to end the tenancy and that the Landlord immediately advertised the unit for rent on various sites such as kijiji and craigslist. The unit was advertised for \$1,400.00 and a tenancy was obtained for a February 1, 2013 start date.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Although the Tenant did not provide a full month's notice in writing as required, the Act does not provide for an automatic penalty.

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. Based on the Landlord's evidence, although the Tenant did not provide sufficient notice, I find that by advertising the unit for a higher amount of rent, the Landlord failed to act reasonably to minimize the costs claimed. I therefore dismiss the Landlord's application. I order the Landlord to return the \$640.00 security deposit forthwith.

### Conclusion

The Landlord's application is dismissed.

I grant the Tenant a monetary order under Section 67 of the Act for **\$640.00**. If necessary, 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: July 03, 2013

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Residential Tenancy Branch

