



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, 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.

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

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on June 30, 2012 with a fixed end date of June 30, 2012. The tenancy ended on April 30, 2013. Rent of \$1,695.00 was payable monthly and at the outset of the tenancy the Landlord collected \$847.50 as a security deposit.

The Landlord states that the Tenant gave its notice to end the tenancy on April 3, 2013. The Tenant submitted a copy of the notice to end tenancy dated March 31, 2013. The Landlord states that the owner of the unit did not want to advertise the unit as the unit

was being placed for sale. The Landlord states that no advertising was therefore carried out. The Landlord states that the unit did not sell and was listed again for rent on August 15, 2013 at a rental rate of \$1,700.00. The Tenant states that the advertised rental rate was \$1,900.00.

The Landlord states that they are not pursuing a claim under the early termination clause of the tenancy agreement and claim unpaid rent for May and June 2013.

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. 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. Although the Tenant ended the tenancy prior to the end of the fixed term, given the lack of any effort to minimize or mitigate the costs claimed, I dismiss the Landlord's application for unpaid rent.

As the Landlord's application has been dismissed, I order the Landlord to return the security deposit of \$847.50 plus zero interest to the Tenant forthwith.

Conclusion

The Landlord's application is dismissed.

I grant the Tenant an order under Section 67 of the Act for \$847.50. 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: August 14, 2013

Residential Tenancy Branch

