



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC

Introduction

This is an application for monetary order for \$1950.00.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Is the applicant entitled to a monetary order for \$1950.00?

Background and Evidence

The applicant testified that:

- The tenants signed a one-year lease with an expiry date of September 1, 2013, and a monthly rent of \$975.00.
- The tenants subsequently breached the tenancy agreement and vacated on May 31, 2013.
- He attempted to re-rent the unit by advertising, and spent a significant amount of money on advertisements; however he was unable to re-rent the unit until August 1, 2013.

- He has therefore lost the rental revenue for the months of June 2013, and July 2013, and therefore requests an order for the tenants to bear the cost of that lost revenue totaling \$1950.00.

The respondents testified that:

- They did breach the tenancy agreement however they do not believe that the landlord took reasonable steps to mitigate his loss.
- First of all the landlord advertise the unit as an adult's only unit which is discriminatory and eliminates a large number of possible renters.
- The landlord also accepted a renter for August 1, 2013 sometime in June 2013 and had he continued renting he may have been able to rent it for earlier start date.
- They therefore do not believe they should be held liable for any lost rental revenue.

In response to the tenant's testimony the landlord testified that:

- He did advertise it as an adult's only unit; however that's the same way it was advertised when he rented to these tenants.
- He did accept a new tenant sometime in June 2013 or July 2013; he's not sure which, however once he found a qualified tenant who was willing to take the rental unit for August 1, 2013, he took them, to ensure that it would be re-rented. If he did not accept them he may not have even found someone for August 1, 2013 and therefore he would've lost even further rental revenue.

Analysis

It's my finding that the tenants breached this tenancy agreement and as a result the landlord has suffered loss rental revenue totaling \$1950.00.

I do not accept the tenant's argument that the landlord did not take reasonable steps to mitigate his loss.

The tenants argue that he advertised it as adults only; however they also admit that when they rented it he told them he only wanted to rent adults. Therefore the landlord was attempting to rent the rental unit under the same conditions with which it was rented to these tenants.

The tenants further argue that the landlord accepted someone for August 1, 2013 when it may have been rented much earlier than that, however it is also my finding that it's reasonable for the landlord to accepted a qualified person for August 1, 2013 as there is no guarantee that another qualified person would've been found prior to that date.

I therefore allow the landlord's full claim for lost rental revenue and recovery of the filing fee.

Conclusion

I have allowed the landlord's full claim and I have issued a monetary order for the respondents to pay \$2000.00 to the applicant.

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: September 11, 2013

Residential Tenancy Branch

