



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0901188 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an application by the landlord for an Order of Possession and a Monetary Order for unpaid rent or utilities. The landlord also applied for money owed or compensation for damage or loss under the *Residential Tenancy Act* (referred to as the “Act”), regulation or tenancy agreement, and to recover the filing fee from the tenant for the cost of this application.

The landlord’s agent appeared for the hearing and provided affirmed testimony during the hearing. The landlord’s agent personally served the tenant with a copy of the application and Notice of Hearing documents. Based on this, and in the absence of any evidence from the tenant to contradict this, I find that the tenant was served the hearing documents by the landlord as required by the Act.

There was no appearance for the tenants or any submission of documentary evidence prior to the hearing, despite being served notice of the hearing in accordance with the Act.

At the start of the hearing the landlord’s agent testified that the tenant had abandoned the rental suite on December 3, 2013 and withdrew the portion of the application relating to a request for an Order of Possession.

Issue(s) to be Decided

- Is the landlord entitled to unpaid rent in the amount of \$1,100?
- Did the landlord mitigate loss in respect to re-renting out the suite?

Background and Evidence

The landlord's agent testified that he bought the tenanted property on January, 2013. At this time, there were a number of renters still residing in the home and after a short time the majority of them left leaving the one tenant. The tenant asked to remain in the property and the landlord agreed. The landlord continued to take \$400.00 per month from the tenant which was payable on the first day of each month. The landlord did not take a security deposit from the tenant.

The landlord's agent also testified that he received a written notice from the tenant in October, 2013, that the tenant would be vacating the rental suite on November 1, 2013. However, the tenant failed to leave explaining that he would leave on November 12, 2013 which he also failed to do.

The landlord's agent testified that the tenant failed to pay full rent on November 1, 2013 leaving an outstanding balance of \$300.00. As a result, the landlord personally served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on November 12, 2013 for this outstanding amount.

The landlord's agent also testified that the tenant failed to pay for December, 2013 rent and eventually abandoned the rental suite on December 3, 2013. When the landlord saw that the rental suite was abandoned he left the remaining items of property that the tenant had left behind in situ as he wanted to preserve the rental suite for evidence and to date as not re-rented out the suite. The landlord claimed in the application rent for December, 2013 and anticipated rent for January, 2013 for a total amount of unpaid rent of \$1,100.00.

Analysis

I accept the undisputed affirmed testimony of the landlord's agent that the tenant failed to pay rent for November, 2013 in the amount of \$300.00.

Section 7(2) of the Act states that a landlord claiming a loss must do whatever is reasonable to minimize the loss. In this case, I accept the landlord's agent's testimony that the tenant abandoned the rental suite on December 4, 2013, but I find that the landlord provided insufficient evidence to show that he had mitigated his loss and made efforts to re-rent out the suite. I find that leaving the rental suite for the purposes of ensuring the integrity of the suite for evidence gathering purposes is not sufficient in this case.

As a result, I am only prepared to award the land half of December, 2013 rent as the tenant abandoned the suite in the first week of December, 2013. As a result the landlord is awarded a total amount of \$500.00 for unpaid rent.

As the landlord has been successful in this matter, the landlord is also entitled to recover from the tenant the \$50.00 filing fee for the cost of this application. Therefore, the total amount awarded to the landlord is \$550.00.

Conclusion

For the reasons set out above, I grant the landlord a Monetary Order pursuant to Section 67 of the Act in the amount of **\$550.00**. This Order must be served on the tenant and may then be filed in the Provincial Court (Small Claims) 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: January 15, 2014

Residential Tenancy Branch

