



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary order for unpaid rent. The hearing was conducted by conference call. The landlord and the tenants called in and participated in the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award in the amount of one month's rent?

Background and Evidence

The rental unit is a residence in Kimberley. I was not provided with a copy of the tenancy agreement, but there is no dispute that the monthly rent was \$1,000.00, payable on the first of each month. The landlord has claimed payment of rent for the month of September, 2013. He testified that the tenants did not provide one month's written notice as required by the *Residential Tenancy Act*. He testified that the tenants gave written Notice on August 2, 2013 that they intended to move out at the end of August. The landlord said that he attempted to re-rent the unit for the month of September but did not succeed in renting the unit to new tenants until October 1, 2013.

The landlord did not submit any documentary evidence in support of his application, but he testified that he placed advertisements on the internet on Kijiji and on Facebook, but did not secure a tenant or receive any rent for the month of September.

The tenants testified that they attempted to notify the landlord of their intention to move before August 2nd, but the landlord was not available. The tenants said that the landlord did not mention anything about payment of rent for September when the written notice was given, or afterwards, until the tenants demanded the repayment of their deposit. The tenants said that they were looking on the internet for places to rent after they gave notice to the landlord. The tenant said that he saw no advertisement from the landlord on the internet even though he was scanning the advertisements daily looking for a rental unit in Kimberley. He also said that the landlord did not advertise the unit in the local newspapers. The tenant said that he could have re-rented the unit without difficulty because pet friendly rental units are in high demand.

Analysis

The landlord claimed payment of one month's rent because the tenants did not give one month's notice in writing as required by the *Residential Tenancy Act*.

The *Residential Tenancy Act* provides by section 7 as follows:

- 7** (1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.
- (2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss

The landlord has not provided documentary evidence to show that he took steps to minimize his loss of rental income by advertising the unit for rent immediately after he received the tenant's notice. The landlord testified that he advertised the unit; his testimony was disputed by the tenants. In the absence of documents to show when and how the landlord advertised the unit for rent, I find that the landlord has failed to prove that he took reasonable steps to mitigate a possible loss arising from the tenant's failure to provide a full month's written notice. I find that it has not been proved that the landlord's failure to re-rent the unit for the month of September was due to inadequate notice given by the tenants.

Conclusion

The landlord's application for a monetary award for one month's rent for September is dismissed without leave to reapply.

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: March 19, 2014

Residential Tenancy Branch

