



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MND MNR MNDC FF O

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. At the outset of the hearing the landlord stated that the tenant had already moved out of the rental unit, and I accordingly dismissed the portion of the landlord's application regarding an order of possession.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that they served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on January 17, 2014, and the tenant signed for the package on February 4, 2014. I accepted the landlord's evidence regarding service, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on October 31, 2013 as a fixed-term tenancy to end on April 30, 2014. The rental unit is a condo in a strata building. Rent in the amount of \$1100 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$550.

The landlord stated that the tenant did not pay rent for December 2013 or January 2014, and the tenant vacated the rental unit on January 12, 2014. The landlord stated that she could not take any steps to re-rent the unit because she is currently residing in Florida, she will be returning to reside in the unit in May 2014, and the strata does not allow for tenancies shorter than six months.

The landlord claimed monetary compensation of \$4950, for unpaid rent and lost revenue from December 2013 through April 2014, as well as for other \$80.61 to change the rental unit lock, as the tenant did not return the keys.

In support of her evidence, the landlord submitted evidence including the following:

- a copy of a residential tenancy agreement, signed by the tenant and the landlord on September 1, 2013, indicating a monthly rent of \$1100 due on the first of each month for a fixed term ending April 30, 2014 and also indicating that the tenant paid a security deposit of \$550;
- a copy of the receipt for lock change in the amount of \$80.61; and
- testimony regarding the reasons the landlord could not mitigate her loss by taking steps to re-rent the unit for the remainder of the tenancy.

Analysis

I find that the landlord is entitled to unpaid rent and lost revenue for December 2013 and January 2014, in the amount of \$2200. I also find that the landlord is entitled to \$80.61 for changing the lock.

The landlord is not entitled to lost revenue for the balance of the tenancy. When a tenant breaches a fixed-term tenancy, the tenant may be responsible for lost revenue for the remainder of the fixed term; however, the landlord must take steps to mitigate their loss by attempting to re-rent the unit as soon as possible. In this case the landlord gave reasons why she was unable to mitigate; however, the tenant cannot be held responsible for the landlord's absence or her intention to re-occupy the unit in May 2014. I therefore dismiss this portion of the landlord's claim.

As the landlord's application was only partially successful, I find she is entitled to partial recovery of her filing fee, in the amount of \$50.

Conclusion

The landlord is entitled to \$2330. I order that the landlord retain the security deposit of \$550 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1780. 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: March 14, 2014

Residential Tenancy Branch

