



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary order and an order to retain the security and pet deposits. The hearing was conducted by conference call. The landlord and the tenant called in and participated in the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain all or part of the security and pet deposits?

Background and Evidence

The rental unit is a house in Qualicum Beach. The tenancy began on August 1, 2012 for a one year fixed term and thereafter continued on a month to month basis. The monthly rent was \$1,650.00 and the tenants paid a security deposit of \$825.00 and a pet deposit of \$825.00 at the start of the tenancy. The tenants did not pay rent for February when it was due moved out of the rental property in mid February.

The landlord testified that when the tenants did not pay rent for February, he served the tenants with a 10 day Notice to End Tenancy for unpaid rent and the tenants then moved out pursuant to the Notice. In the application for Dispute Resolution, the landlord claimed payment of rent for February and for March in the total amount of \$3,350.00. The landlord later submitted a copy of his original application, noted as amended to increase his claim to \$4,950.00. He submitted what he described as an addendum to his dispute resolution file. The landlord claimed a further \$1,600.00 for cleaning carpets, for items including plants said to be missing from the rental unit and for some damage to the rental property. The landlord did not submit any documentary evidence or photographs to support the additional claims; he said that he was told by an information officer that the addendum he submitted was sufficient. The landlord said that he was claiming unpaid rent for February, as well and rent for March because the tenant did not give proper notice that they were moving out at the end of February. He testified that after the tenants moved out he did not attempt to re-rent the unit because he was attempting to sell the rental property. The landlord has since decided that the sales prospects for the house are unfavourable and he has recently re-rented it to ne

tenants. The landlord complained that the tenants interfered with his efforts to sell the house because they were unwilling to allow it to be shown during their tenancy.

The tenant testified that she communicated with the landlord by text message and by e-mail and she referred me to messages that she sent to the landlord in January notifying him that the tenants intended to move out of the rental property at the end of February.

Analysis

The landlord has claimed for unpaid rent for February and for March, but the landlord, by his own admission was not seeking a tenant for March because he was attempting to sell the house. The applicant is required to take reasonable steps to minimize his loss by seeking to rent the unit to new tenants. If he does not, as in this case, intend to re-rent the unit, he cannot then claim for a loss of revenue for March. I find that the landlord is entitled to an award in for February rent which was not paid, but not for an award for March rent. The landlord claimed a further \$1,600.00 for various items, but he did not submit any documentary evidence to establish either the claims or the appropriate amount of compensation. The tenant disputed these claims and she said she was not given notice of the landlord's amendment. It appears from the postal records provided that the tenant may have failed to pick up registered mail that was sent to her, but I have determined that I need not consider whether the tenant should be deemed to have notice of this claim because the burden of proving the claim rests with the landlord and he has not provided evidence to show, on a balance of probabilities that he has a valid claim for the matters stated in the "addendum" to his claim.

Conclusion

I have allowed the landlord's claim for unpaid rent for February in the amount of \$1,650.00 all other claims by the landlord are dismissed without leave to reapply. Because the landlord has been unsuccessful with respect to the majority of his claims, I decline to award a filing fee for this application. I order that the landlord retain the security and pet deposits in the total amount of \$1,650.00 in full and final satisfaction of the monetary award granted in this proceeding.

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: June 11, 2014

Residential Tenancy Branch

