



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      OPR, OPC, MNR, MNDC, FF

### Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for an order of possession for the rental unit due to unpaid rent and for alleged cause, a monetary order for money owed or compensation for damage or loss and unpaid rent, and for recovery of the filing fee paid for this application.

The landlord attended the telephone conference call hearing; the tenant did not attend.

The landlord stated that he served the tenant with the Application for Dispute Resolution and Notice of Hearing by leaving the documents with the tenant on July 10, 2014.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing and the landlord's application in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

*Preliminary matter*-The landlord confirmed that the tenant vacated the rental unit at the end of August; as a result, I have excluded the landlord's request for an order of possession for the rental unit.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation and for recovery of the filing fee paid for this application?

### Background and Evidence

The landlord submitted that this tenancy began on May 1, 2014, ended at the end of August 2014, monthly rent was \$759, and that he did not collect a security deposit from the tenant.

The landlord's monetary claim is \$1956. The landlord failed to provide a detailed calculation or breakdown of the claim, but when questioned, he stated the amount was for rent for August and September. It is noted that unpaid rent for two months, or \$759 each, does not comport with the monetary claim.

The landlord's relevant documentary evidence was a copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and a 1 Month Notice to End Tenancy for Cause.

The landlord submitted that he served the tenant with a 10 Day Notice for unpaid rent, by leaving it with the tenant, on July 3, 2014, listing unpaid rent of \$438 as of July 1, 2014.

The landlord submitted that he received a cheque from the government on behalf of the tenant on July 24, 2014, in the amount of \$375, which he assumed was for rent for August.

#### Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that occurs as a result, so long as the applicant verifies the loss, as required under section 67. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss.

In the case before me, I find the landlord submitted insufficient evidence to support his monetary claim. In reaching this decision, I find the landlord's evidence was inconclusive as to the amount owed. For instance, the 10 Day Notice listed unpaid rent of \$428, which the landlord relied upon, but made the statement that he was claiming for August and September unpaid rent. Still further, the landlord stated that the payment he received from the government, in the amount of \$375 was to be credited to August, without actually giving the tenant credit for the amount received.

I also considered that the amount claimed in the landlord's application was inconsistent with his testimony as being for two month's unpaid rent or loss of rent revenue for September.

The landlord failed to submit tenant ledger sheets or accounting records to verify his claim.

As to the claim for loss of rent revenue for September, I find the landlord submitted insufficient evidence that he took reasonable steps to find a new tenant for September, and I therefore concluded that the landlord failed to take reasonable steps to minimize his loss.

Due to the landlord's inconsistent and contradictory evidence, I find the landlord cannot support his claim for monetary compensation and I therefore dismiss his application, without leave to reapply.

#### Conclusion

The landlord's application is dismissed.

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 12, 2014

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Residential Tenancy Branch

