



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, MNDC, FF

Introduction

This hearing dealt with an application by the tenants for an order setting aside a notice to end this tenancy and a cross-application by the landlord for an order of possession and a monetary order. Both parties participated in the conference call hearing.

Prior to the hearing, the landlord amended her claim to claim the cost of damages to a ceiling in the rental unit. The landlord has not yet obtained an estimate of the cost of repairing those damages. I dismiss that part of the landlord's claim with leave to reapply as she does not yet know the quantum of her loss.

Issues to be Decided

Should the notice to end tenancy be set aside?
Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the landlord is entitled to an order of possession and a monetary order for \$1,350.00 in rent which is due for the month of January. The only issue in dispute is whether the landlord is entitled to lost income for the month of February.

The parties agreed that the tenants told the landlord they would be vacating the unit at the end of January. They further agreed that the landlord advertised the rental unit and arranged for a number of showings, but she did not give the tenants 24 hours written notice prior to the showings. Rather, she would text them and did not always send the text a full 24 hours in advance. The parties agreed that the tenants told the landlord they required a full 24 hours notice.

Analysis

In support of the agreement of the parties, I grant the landlord an order of possession which may be filed in the Supreme Court and enforced as an order of that Court.

In further support of the agreement, I award the landlord \$1,350.00 which represents unpaid rent for the month of January. I note that the tenants promised to pay the landlord by February 20.

In order for the landlord to succeed in her claim for lost income, she must prove that she was unable to rent the rental unit due to the tenants' actions and must also prove that she acted reasonably to minimize her losses.

I am not satisfied that the tenants are the cause of the landlord's failure to re-rent the unit for February. The landlord was required by law to provide written, not texted, notice of entry to the tenants and to provide that notice at least 24 hours in advance. The landlord seemed to believe that because in the past the tenants have not required her to provide proper notice, she could continue to give inadequate notice even after their relationship had broken down. I find that the tenants had the right to demand notice that complied with the law and I find that the tenants' actions were not the cause of the landlord's inability to re-rent the unit for February. I therefore dismiss the landlord's claim for loss of income for February.

As the landlord has been substantially successful in her claim, I find she should recover the filing fee paid to bring her application and I award her \$50.00.

Conclusion

The landlord is granted an order of possession and a monetary order for \$1,400.00. The tenants' claim and the landlord's claim for loss of income for February are 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: February 02, 2015

Residential Tenancy Branch

