



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

MNDC FF

### Introduction

This hearing dealt with an application by the landlord for monetary compensation for lost revenue and damage to the rental unit. The landlord and one of the two tenants participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that he had received the landlord's application and evidence. The tenant did not serve his evidence on the landlord, and I therefore excluded the tenant's documentary evidence. Both parties were given full opportunity to give testimony and present their admissible evidence. I have reviewed all testimony and other admitted evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenant first began occupying the rental unit on September 11, 2011, with monthly rent of \$1200. The tenants paid the landlord a security deposit of \$600. The landlord and the tenant did not carry out a condition inspection at the outset of the tenancy. On September 12, 2013, the landlord and the tenants entered into a new fixed-term tenancy agreement to end on September 1, 2104 and monthly rent of \$1250.

On May 29, 2014 the tenant informed the landlord by email that they would be vacating the rental unit on June 30, 2014. The tenants paid \$650 in rent for the first half of June 2014 and vacated the rental unit in mid-June 2014. The parties did not carry out a move-out inspection at the end of the tenancy.

### *Landlord's Claim*

The landlord stated that he did not agree for the tenants to break their lease. The landlord stated that on June 8, 2014 he contacted a realtor to attempt to re-rent the unit as soon as possible. The landlord stated that he was unable to re-rent the unit before the end of the fixed term, and he claimed \$3150 for unpaid rent and lost revenue for the latter half of June 2014 through August 2014.

The landlord stated that the tenants did not properly maintain the rental unit and property during their tenancy. The landlord stated that in September 2014 he incurred expenses of nearly \$2000 for supplies and labour to travel to the rental unit and do maintenance after the tenants vacated. The landlord limited his claim for repairs to \$650, the amount of the security deposit. The landlord did not provide receipts or a specific breakdown of this portion of his claim.

#### *Tenants' Response*

The tenant stated that the landlord increased the rent from \$1200 to \$1250, contrary to the Act, as he did not give three months' notice on the proper form. The tenant stated that the landlord understood that the tenants wanted their tenancy to continue as a month-to-month tenancy, not as another fixed term. The tenant stated that after he gave the landlord notice that he and the other tenant would be vacating, the landlord wrote in an email "I couldn't disagree with you." The tenant submitted that this statement shows that the landlord did not disagree with mutually ending the tenancy.

In regard to the claim for transportation costs and maintenance, the tenant submitted that these costs should not come out of a security deposit.

#### Analysis

##### *Tenancy Agreement*

I do not accept the tenant's submissions regarding the second tenancy agreement. A landlord is not required to give notice of a rent increase if the tenant signs a new tenancy agreement for a new amount of rent. The tenant's argument that the landlord knew they wanted a month-to-month tenancy is irrelevant, as the tenant did sign the new tenancy agreement for a fixed term ending September 1, 2014. The landlord's statement that he "couldn't disagree" with the tenant vacating early does not by any means create a mutual agreement to end the tenancy. I therefore find that the tenancy agreement signed by the parties on September 12, 2013 is a valid agreement for a fixed term tenancy ending September 1, 2014, with monthly rent of \$1250, and the tenants and the landlord did not enter into a mutual agreement to end the tenancy before the end of the fixed term.

##### *Unpaid Rent and Lost Revenue*

I find that the landlord is entitled to \$650 in rent for the second half of June 2014. The tenants gave notice that they would vacate on June 30, 2014, and it was therefore reasonable for the landlord to rely on this notice. It would be unreasonable, in the circumstances, to expect the landlord to be able to re-rent the unit before July 2014.

I find that the landlord did not provide sufficient evidence that he took reasonable steps to attempt to re-rent the unit as soon as possible after June 30, 2014. The landlord did not provide copies of any rental ads or other evidence to support this portion of his claim. I therefore dismiss the portion of the landlord's claim regarding lost revenue for July and August 2014.

#### *Travel and Maintenance Costs*

The landlord's costs to travel to and maintain the rental unit are costs that the landlord incurred in the course of doing business, and the tenants are not responsible for those costs. Even if the landlord wished to claim costs for repairs due to damage caused by the tenants, he did not do a move-in condition inspection and therefore cannot establish the agreed-upon condition of the rental unit at the beginning of the tenancy. Further, the landlord did not provide a specific breakdown of the costs he claimed. I therefore dismiss this portion of the landlord's claim.

As the landlord's application was mostly unsuccessful, I find he is not entitled to recovery of the filing fee.

#### Conclusion

The landlord is entitled to \$650. I order that the landlord retain the security deposit of \$600 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$50. 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: April 8, 2015

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Residential Tenancy Branch

