



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD; MNDC; FF

Introduction

This Hearing was convened to consider The Landlord's Application for Dispute Resolution filed October 15, 2014, seeking compensation for damage or loss under the Act, regulation or tenancy agreement; to apply the security deposit in partial satisfaction of its monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord's agents gave affirmed testimony at the Hearing.

It was determined that the Landlord served the Tenant with its Notice of Hearing documents, by registered mail, sent to the Tenants' new address on October 17, 2014. The Landlord provided a copy of the registered mail receipt and tracking number in evidence.

Issues to be Decided

1. Is the Landlord entitled to compensation for loss of revenue and the cost of re-renting the rental unit due to the Tenant's breach of the tenancy agreement?
2. May the Landlord apply the security deposit towards its monetary award?

Background and Evidence

The Landlord's agents gave the following testimony:

A copy of the tenancy agreement was provided in evidence. The tenancy agreement was between the Tenant and the previous landlord. The Landlord took over the tenancy from the previous landlord on September 10, 2014.

The tenancy agreement is a one year lease, commencing July 1, 2014 and ending June 30, 2015. Monthly rent was \$1,695.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$847.50 on May 31, 2014.

On September 1, 2014, the Tenant sent an e-mail to the previous landlord advising that she was ending the tenancy effective September 30, 2014. The previous landlord

received the e-mail on September 4, 2014, and started advertising the rental unit on September 5, 2014. The Landlord maintained advertising the rental unit after it took over from the previous landlord. Copies of the ads and e-mails from prospective tenants were provided in evidence.

The Landlord's agents stated that the Landlord was not able to re-rent the rental unit until December 1, 2014, because the Tenant had left garbage in the rental unit and had painted a wall blue, which had to be re-painted. However, the Landlord's agents stated that the Landlord is only seeking loss of revenue for the month of October, 2014, and did not seek compensation for loss of revenue for November, 2014.

The Landlord is also seeking administrative costs in the total amount of \$780.00 for re-renting the rental unit. The Landlord provided two invoices in evidence, one for the month of September, 2014, in the amount of \$420.00 (21 hours @ \$20.00) and one for a portion of the month of October, 2014, in the amount of \$360.00 (18 hours @\$20.00).

Analysis

I accept the undisputed testimony of the Landlord's agents in its entirety.

I find that the Tenant ended the one year term lease early, contrary to the tenancy agreement and the provisions of Section 45 of the Act, and that the Landlord has provided sufficient evidence to prove its claim for loss of revenue for the month of October, 2014.

I further find that the Landlord has provided sufficient evidence to support its claim for administrative costs in re-renting the rental unit. I find that the Landlord incurred these expenses as a result of the Tenant's breach of the Act and tenancy agreement. I find that the amounts claimed by the Landlord are reasonable, as outlined in the invoices and documentary evidence provided by the Landlord.

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit in partial satisfaction of its monetary award.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Loss of revenue	\$1,695.00
Administrative costs	\$780.00

Recovery of filing fee	<u>\$50.00</u>
Subtotal	\$2,525.00
Less set-off of security deposit	<u>\$847.50</u>
TOTAL	\$1,677.50

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of **\$1,677.50** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (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: May 29, 2015

Residential Tenancy Branch

