



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding New Dawn Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$3150.00.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant is established monetary claim against the respondent, and if so in what amount.

The applicant is claiming a monetary order as follows:

Return of security/pet deposit	\$1200.00
Return of one half months' rent for April 2014	\$700.00
Filing fee	\$50.00
Security deposit doubling provision	\$1200.00
Total	\$3150.00

It is my finding however that the majority of this claim has already been dealt with in a previous arbitration hearing. In that previous hearing the arbitrator dealt with the security deposit in full and therefore I have no authority to make any further decisions regarding the security deposit, or the doubling provision thereof.

Therefore the only issues I will be dealing with today are the request for return of one half months' rent and recovery of the filing fee

Background and Evidence

A writ of possession was executed against the tenant on April 16, 2014 and the tenant vacated the rental unit on that date.

The tenant is arguing that the landlord should be returning the remainder of the rent for the month of April 2014 as she was not in the rental unit for the last half of month.

The landlord argued that he should not have to return any of the rent for the month of April 2014 as he was unable to re-rent the unit until May 1, 2014 as he did not have enough time to prepare the unit for rent before May 1, 2014.

The tenant further argued that she believes that the landlord could have re-rented the unit and that any repairs he was doing to the unit were not the result of any damages she caused.

Analysis

It's my finding that it's unreasonable to expect that the landlord would have been able to re-rent the unit for the last half of April 2014, especially since the tenant did not vacate the rental unit until April 16, 2014 pursuant to the execution of a writ of possession.

The landlord testified that he was able to re-rent the unit for May 1, 2014 and thereby mitigate any further loss, however it's my finding that the landlord is not required to return any rent for the month of April 2014.

Conclusion

The tenants request for an order for return of one half months' rent is dismissed without leave to reapply.

I also order that the tenant bear the cost of the \$50.00 filing fee.

As stated above the portions of this claim relating to the security deposit are “Res Judicata” (a matter already dealt with) and I therefore have no authority to re-hear that portion of the claim.

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 22, 2015

Residential Tenancy Branch

