



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDC, MNSD, MNR, FF

Introduction

This hearing dealt with cross applications by the parties. The landlord applied for loss of revenue and to retain the security deposit in partial satisfaction of their claim. The tenant applied for the return of their security deposit. Despite having been served with the landlord's application for dispute resolution and the notice of hearing by Registered mail sent on April 03, 2015, and also themselves having made application for dispute resolution on July 29, 2015, the tenant did not participate in the conference call hearing and their application is preliminarily dismissed.

The landlord advised they sent all of their evidence to the tenant which they sent to RTB.

Issue(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence and testimony is as follows. The 1 year fixed-term tenancy agreement began August 31, 2014 to August 30, 2015. It states that the tenant is renting *Bedroom 4* of the dispute address for \$480.00 per month due on the first of each month. It must be noted that the Addendum states the tenant is renting *Bedroom 3*, although the landlord confirms the rental unit is *Bedroom 2*. Regardless, at the outset of the tenancy the landlord collected a security deposit in the amount of \$240.00 which they retain in trust. The tenant e-mailed the landlord "sometime in late March" they were vacating at month's end and did so on March 31, 2015. The tenant did not attend a move out condition inspection as requested by the landlord therefore the landlord subsequently completed an inspection with a witness. The landlord provided a copy of

the condition inspection report which, it must be noted, is for the *entire* residential unit – except for *Bedroom 2*.

The landlord claims that after the tenant vacated *Bedroom 2*, they advertised at *Kamosun College* notice board, on *Craigslist* and *Used Victoria*, however failed to secure a new tenant until recently which is scheduled for occupation October 01, 2015. The landlord seeks loss of revenue to the end of the fixed term – August 30, 2015.

Analysis

References to relevant legislation can be accessed from the Residential Tenancy Branch website at www.gov.bc.ca/landlordtenant. It must be noted that each party is responsible to support their claims.

As the tenant did not participate in the hearing to advance or support their claim, their application is **dismissed** without leave to reapply.

I find that a tenant who signs a fixed-term tenancy agreement is responsible for the rent to the end of the term. However, the landlord's claim is subject to their statutory duty pursuant to **Section 7(2)** to do whatever is reasonable to minimize the loss. I find the landlord's testimony in respect to the tenant's Notice to End vague, however I accept that the tenant did not provide Notice to End in concert with the requirements of **Section 44(1)(b)**. I further accept that given the lack of legal Notice and the limited time afforded the landlord, they were not able to advertise to find a replacement tenant for April 2015. As a result, I grant the landlord loss of revenue for the month of April 2015 in the amount of **\$480.00**. I find the landlord has not provided sufficient evidence to establish what reasonable efforts they continued to make beyond the first month of vacancy. Therefore, I dismiss the landlord's claim for any additional loss of revenue beyond April 2015. The landlord is further entitled to recovery of the \$50.00 filing fee. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

April 2015 loss of revenue	\$480.00
Filing Fee	\$50.00
Less Security Deposit	-\$240.00
Total Monetary Award to landlord	\$290.00

Conclusion

The tenant's claim is **dismissed**.

I Order that the landlord retain the security deposit of \$240.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$290.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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 08, 2015

Residential Tenancy Branch

