



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MNSD MNDC FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other 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

On July 31, 2015 the landlord and the tenants signed a tenancy agreement for the rental unit. Rent in the amount of \$1,100.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$550.00. On or about August 2, 2015 the tenants demanded the return of their security deposit, cancelled their rent cheque and moved out of the rental unit. The landlord stated that the tenants were unhappy with small things like the colour of the paint. The landlord stated that they sent a repairman to fix the toilet and the floors. The landlord has applied for lost revenue for August 2015. In the hearing the landlord stated that they could not recall why they had claimed an additional amount of \$165.00, and I therefore dismissed that part of their claim.

The tenants stated that the reason they moved out was that the landlord had told them that all of the repairs that the rental unit required would be completed before the beginning of the tenancy, but they were not. The tenants indicated that there were open sockets and gaps around fixtures; spaces in the walls; the ceiling fan in the dining area was put up with a single screw and fell down on the first night; the door for the master bedroom was missing; materials and a fridge were left outside; there were gaps in the bathroom floor; and the heating ducts were left open and unrepaired. The tenants submitted approximately 40 photographs to depict these issues.

### Analysis

The tenants signed the tenancy agreement and were therefore required to give one month's advance notice before vacating. If the tenants were unhappy with the condition of the rental unit, they could have applied for dispute resolution for orders for repairs or other orders, but instead they chose to move out. I note that upon review of the photos I find that the items requiring repair were minor and could have been addressed quickly.

I find that the tenants failed to give proper notice. However, for a landlord's claim for lost revenue to be successful, they must also show that they took reasonable steps to mitigate their loss by attempting to re-rent the unit as soon as possible. I find it reasonable that the landlord may not have been able to re-rent the unit for the first half of the month, given the complete lack of notice from the tenants, but I am not satisfied that the landlord took reasonable steps to attempt to re-rent the unit for the second half of the month. I therefore find that the landlord is entitled to lost revenue for half of August 2015, in the amount of \$550.00.

As the landlord's application was only partially successful, I find that they are not entitled to recovery of the filing fee for the cost of this application.

### Conclusion

The landlord is entitled to compensation of \$550.00, representing lost revenue for the first half of August 2015.

I order that the landlord retain the security deposit of \$550.00 in full satisfaction of this monetary award.

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: March 18, 2016

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Residential Tenancy Branch