



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            MNR, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenants were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Preliminary Matter

At the onset of the hearing it was noted that no evidence had been received by the Residential Tenancy Branch (the “RTB”) from the Landlord. The Landlord states that she faxed the tenancy agreement and copies of e-transfers as evidence to the RTB from a business but cannot recall the date and does not have any fax confirmation slip. The Landlord states that she is prepared to proceed without consideration of the documentary evidence. The Landlord was given opportunity to provide oral evidence of the documentary evidence.

### Issue(s) to be Decided

Has the Landlord provided evidence of mitigation of the loss claimed?

### Background and Evidence

The following are undisputed and relevant facts: The tenancy started on November 1, 2012 and on November 15, 2015 the Tenants gave notice to end the tenancy for December 15, 2015. The Tenants moved out of the unit by December 16, 2015. Rent of \$1,482.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$725.00 as a security deposit. The Tenant provided its forwarding address on January 6, 2016.

No move-in or move-out inspections and reports were completed. On November 16, 2016 the Landlord advertised the unit for rent at a monthly rate of \$1,850.00 and obtained a new tenant at that rental rate starting February 1, 2016. The Tenants paid \$745.00 for December 2015 rent.

The Landlord claims rent of \$741.00.

#### Analysis

Section 7(2) of the Act provides that a landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss. Based on the undisputed evidence the Landlord substantially raised the rent I find that the Landlord failed to take any reasonable measure to reduce the claim for its rental loss. I therefore dismiss the Landlord's application and order the Landlord to return the security deposit of \$725.00 plus zero interest to the Tenants forthwith.

#### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$725.00**. If necessary, 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: August 16, 2016

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Residential Tenancy Branch