



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SELECT REAL ESTATE PROPERTY MANAGEMENT DIVISION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order, the recovery of the filing fee and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on April 13, 2016, the tenants did not participate in the conference call hearing. The landlord gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenants were obligated to pay \$1100.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$550.00 security deposit. The one year fixed term tenancy began on October 1, 2015 but ended early on March 31, 2016. The landlord stated that the tenant "broke the lease" early without any explanation. The landlord stated that despite advertising on numerous websites and newspapers he was unable to rent the unit for the month of April. The landlord was originally seeking \$1650.00 in his application but advised that he only seeks the loss of revenue for the month of April 2016; \$1100.00. The landlord also seeks the recovery of the \$100.00 filing fee for this application.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the landlord, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the landlord's claim and my findings around each are set out below.

Section 67 of the Act states that when a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. **To prove a loss the applicant must satisfy all four of the following four elements:**

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Based on the undisputed testimony of the landlord and the supporting documentary evidence, I find that the landlord has provided sufficient evidence to prove his claim. The landlord is entitled to the loss of revenue for the month of April 2016 in the amount of \$1100.00. The landlord is also entitled to the recovery of the \$100.00 filing fee for this application.

Conclusion

The landlord has established a claim for \$1200.00. I order that the landlord retain the \$550.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$650.00. 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 17, 2016

Residential Tenancy Branch

