



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Luxury Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the security deposit. The hearing was conducted by conference call. The landlord's representatives called in and participated in the hearing. The tenant did not attend although she was personally served with the application, Notice of Hearing and landlord's evidence on April 21, 2016. The landlord provided the affidavit of the process server to confirm personal service upon the tenant.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and loss of revenue and if so, in what amount?

Is the landlord entitled to retain the security deposit.

Background and Evidence

The rental unit is a strata title apartment in Vancouver. The tenancy began August 1, 2015 for a one year term ending July 31, 2016. The monthly rent was \$1,790.00, payable on the first of each month. The tenant paid a security deposit of \$895.00 at the start of the tenancy.

The tenant failed to pay rent for October, 2015 when it was due. The landlord served the tenant with a 10 day Notice to End Tenancy for unpaid rent dated October 8, 2015. The tenant moved out of the rental unit on October 18, 2015 without paying rent for October and in breach of the fixed term tenancy agreement.

The landlord's representative testified that the landlord immediately advertised the unit for rent by placing advertisements on the internet and on its own marketing websites. The landlord was finally able to rent the unit effective January 15, 2016.

The landlord claimed unpaid rent for October and loss of rental income for November, December and half of January. The landlord claimed a monetary award in the amount of \$6,265.00

Analysis

The Tenant failed to pay rent for October and breached the fixed term tenancy agreement by moving before the end of the term. The landlord's evidence has satisfied me that it make reasonable efforts to mitigate its damages by attempting to re-rent the unit as quickly as possible. I find that the landlord is entitled to recover a monetary award in the amount claimed for unpaid rent and loss of revenue. The landlord is entitled to recover the \$100.00 filing fee for its application, for a total award of \$6,365.00. I order that the landlord retain the security deposit of \$895.00 in partial satisfaction of the award and I grant the landlord an order under section 67 for the balance of \$5,470.00. This order may be registered in the Small Claims Court and enforced as an order of that court

Conclusion

The landlord's application has been allowed and a monetary order issued in the amount stated.

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: October 21, 2016

Residential Tenancy Branch