



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sharif Property Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC OPB MNDC FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for lost revenue. The landlord and one tenant participated in the teleconference hearing.

The parties confirmed that the tenants vacated the rental unit on August 31, 2016, and it was therefore not necessary for me to consider the portion of the landlord's application regarding an order of possession.

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

The tenancy began on July 15, 2015 as a fixed-term tenancy to end on June 30, 2016. At the end of the fixed term, the tenants were required to vacate the unit. Rent in the amount of \$1,300.00 was payable in advance on the 15th day of each month.

The parties agreed that the fixed term ended on June 30, 2016. The tenants paid rent for July 2016. In a letter dated July 25, 2016 the landlord reminded the tenants that their tenancy would end on July 31, 2016, and the tenants were aware of this as the landlord

advised the tenants on July 6, 2016 that they had approved a new tenant who would move in to the unit on August 1, 2106. In a letter dated July 26, 2016, legal counsel for the landlord further emphasized that the tenants were required to vacate the unit on July 31, 2016.

The tenants did not vacate the unit at the end of July 2016. The tenants paid rent for August 2016 and vacated the unit on August 31, 2016.

Landlord's Claim

The landlord stated that in May 2016 they approached the tenants to ask if they wanted one more year, but the tenants said no, and asked if the tenancy could revert to a month-to-month tenancy. The landlord did not agree to this, but they did agree to extend the tenancy to the end of July.

The landlord stated that the tenants were fully aware that the landlord was showing the unit to prospective new tenants. The landlord stated that they made a commitment for a new tenant beginning August 1, 2016, and the new tenant had made all necessary arrangements to move in on that date. The landlord stated that the new tenant found alternate accommodation for herself for August 2016, and the landlord reimbursed the new tenant by giving her one month of free rent for September 2016, in the amount of \$1,450.00. This is the monetary amount that the landlord now claims against the tenants.

The landlord stated that they told the tenants that accepting July rent did not create a month-to-month tenancy, and in August they made it clear to the tenants that they were going to pursue eviction. In support of their position, the landlord submitted text messages between the landlord and the tenant, where the landlord repeatedly informed the tenants that a new tenant was moving in on August 1, 2016, and the tenants would have to vacate the unit on July 31, 2016. The tenants responded to these texts by requesting more time.

Tenants' Response

The tenants submitted that after June 30, 2016 the tenancy reverted to a month-to-month tenancy. The tenant stated that he did not know anything about the new tenant and it was the landlord's fault that they signed a tenancy agreement with the new tenant for August 1, 2016.

Analysis

Based on the evidence and on a balance of probabilities, I find that the tenancy did not revert to a month-to-month tenancy; nor did the landlord reinstate the tenancy. It is clear from the evidence that the landlord extended the fixed term for one additional month to the end of July 31, 2016, at which time the tenants were required to vacate the rental unit. It is also clear that the landlord repeatedly made the tenants aware that they had re-rented the unit for August 1, 2016.

However, the landlord did not provide evidence of any actual costs that the new tenant incurred as a result of not being able to move into the rental unit on August 1, 2016. The landlord only stated that the new tenant found alternate accommodations herself. The landlord did not show that they attempted to mitigate, or reduce, their costs; instead, they merely allowed the new tenant free rent for September 2016. It may be that the new tenant was able to find free alternate accommodations, and possibly also free storage for her belongings. I therefore find that the landlord has failed to provide sufficient evidence to support their claim.

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

Conclusion

The landlord failed to provide sufficient evidence to establish their monetary claim. Therefore, the landlord's application is dismissed.

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 24, 2016

Residential Tenancy Branch