



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlords applied for an Order of Possession for Unpaid Rent or Utilities, a monetary Order for unpaid rent or utilities, a monetary Order for money owed or compensation for damage or loss, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that she received an Order of Possession for the rental unit and authority to retain the security deposit at a previous hearing. I therefore find it is not necessary to consider her application for an Order of Possession and to retain all or part of the security deposit.

The Landlord stated that on May 18, 2017 the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord submitted with the Application for Dispute Resolution were sent to both Tenants, via registered mail, at the service address noted on the Application. The Landlord cited two Canada Post tracking numbers that corroborates this statement.

The Landlord stated that the aforementioned documents were mailed to a forwarding address provided by the Tenants on May 17, 2017. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenants did not appear at the hearing.

The Landlord stated that on October 10, 2017 she submitted two pages of evidence to the Residential Tenancy Branch, which she mailed to the Tenants on October 10, 2017. The Landlord was advised that I was not in possession of that evidence at the time of

the hearing but she was advised that she could testify regarding the contents of this evidence if it was relevant. I was able to locate this evidence after the hearing ended and I was, therefore, able to consider this document in its entirety prior to rendering this decision.

Issue(s) to be Decided

Is the Landlord entitled to compensation for lost revenue and for attending the unit for the purposes of completing a condition inspection report?

Background and Evidence

The Landlord stated that:

- this tenancy began on September 01, 2016;
- the tenancy was for a fixed term, the fixed term of which ended on August 31, 2017;
- the Tenants agreed to pay monthly rent of \$2,600.00 by the first day of each month;
- at a previous dispute resolution proceeding she was granted an Order of Possession on the basis of unpaid rent, dated May 01, 2017;
- the Order of Possession she received declared that the Tenants must vacate the rental unit two days after the Order was served upon them; and
- the Tenants did not vacate the rental unit until May 08, 2017.

The Landlord is seeking lost revenue for May and June of 2017. This claim is based on the Landlord's submission that this fixed term tenancy ended prematurely because the Tenants did not pay rent when it was due.

The Landlord stated that she advertised the rental unit on a popular website in late April or on May 01, 2017; that she regularly updated those advertisements. The Agent for the Landlord stated that the rental unit was subsequently advertised on a second website.

The Landlord stated that she was able to re-rent the unit for August 01, 2017. The Landlord is only seeking lost revenue for May and June of 2017, in the amount of \$5,200.00, even though she also experienced lost revenue in July of 2017.

The Landlord stated that the Tenant agreed to meet on May 05, 2017 for the purposes of completing the final condition inspection report. She stated that she drove to the rental unit from Vancouver for that purpose but the rental unit was not ready for inspection on May 05, 2017. She stated that a third party completed the final condition

inspection report on behalf of the Landlord on May 08, 2017. The Landlord is seeking compensation for the time and expense of travelling to the rental unit on May 05, 2017, in the amount of \$100.00.

Analysis

On the basis of the undisputed evidence, I find that the Tenants entered into a tenancy agreement with the Landlord that required the Tenants to pay monthly rent of \$2,600.00 by the first day of each month.

On the basis of the undisputed evidence, I find that this tenancy was a fixed term tenancy, the fixed term of which began on September 01, 2016 and was to end on August 31, 2017.

On the basis of the undisputed evidence, I find that this tenancy ended before August 31, 2017 because the Tenants failed to pay their rent. I find that the Tenants' failure to comply with their obligation to pay rent resulted in the Landlord experiencing lost revenue for the period between May 01, 2017 and July 31, 2017.

On the basis of the undisputed evidence, I find that the Landlord made reasonable efforts to re-rent the unit.

As the lost revenue the Landlord experienced was the direct result of the Tenants' failure to pay rent, I find that she is entitled to compensation for lost revenue in the full amount of her claim, which is \$5,200.00.

Completing a condition inspection report at the beginning and the end of a tenancy is an obligation of all landlords. In the event a tenant is unable to meet at a scheduled time for an inspection, a landlord has an obligation to offer the tenant a second opportunity to inspect the rental unit. There is nothing in the *Act* that authorizes me to grant compensation to the Landlord for the time/expense of completing condition inspection reports. I therefore dismiss the Landlord's application for compensation for the time and expense of travelling to the rental unit on May 05, 2017.

While I accept and understand that the Landlord incurred an unusual expense because she travelled from Vancouver on May 05, 2017, the Tenant is not obligated to pay additional expenses the Landlord incurred as the result of conducting business from a different community.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$5,300.00, which includes \$5,200.00 in lost revenue and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution.

Based on these determinations I grant the Landlord a monetary Order for \$5,300.00. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia 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 *Act*.

Dated: October 26, 2017

Residential Tenancy Branch